

*For further information on an agenda item, please contact
the City at 101 North "D" Street, or call (951) 943-6100*

**AGENDA
JOINT MEETING OF THE CITY COUNCIL, SUCCESSOR AGENCY
TO THE REDEVELOPMENT AGENCY, PUBLIC FINANCE AUTHORITY,
PUBLIC UTILITY AUTHORITY, HOUSING AUTHORITY, PERRIS JOINT POWERS
AUTHORITY AND PERRIS COMMUNITY ECONOMIC DEVELOPMENT
CORPORATION OF THE CITY OF PERRIS**

**THIS MEETING IS ALSO BEING CONDUCTED AS A REMOTE MEETING (VIA
ZOOM) IN ACCORDANCE WITH AB 361 AND RESOLUTION NUMBER 6116**

**Tuesday, February 14, 2023
6:30 P.M.
City Council Chambers
(Corner of San Jacinto and Perris Boulevard)
101 North "D" Street
Perris, California**

CLOSED SESSION: 5:30 P.M.

ROLL CALL:

Corona, Rabb, Rogers, Nava, Vargas

- A. Conference with Legal Counsel – Existing Litigation – Government
Code Section 54956.9(d)(1); 3 cases:
 - 1. City of Menifee v. City of Perris CVR12203040
 - 2. Panattoni Development Company, Inc. v. City of Perris
CVR12203028
 - 3. Cado Menifee, LLC v. City of Perris CVR12203602

- B. Conference with Legal Counsel - Potential Litigation - Government
Code Section 54956.9 (d)(2) - 2 cases

- C. Conference with Real Property Negotiators – Government Code
Section 54956.8
Property: APN 313-091-001
City Negotiator: Clara Miramontes, City Manager

Negotiating Parties: EQUUS Workforce Solutions, Perris Valley Chamber of Commerce, Grove Community Church, Operation Safehouse, Love 4 Life Association

Under Negotiation: Price and terms of payment

1. **CALL TO ORDER:** 6:30 P.M.

2. **ROLL CALL:**

Corona, Rabb, Rogers, Nava, Vargas

3. **INVOCATION:**

Pastor Noland Turnage
The Grove Community Church
19900 Grove Community Drive, Riverside CA 92508

4. **PLEDGE OF ALLEGIANCE:**

Councilmember Corona will lead the Pledge of Allegiance.

5. **REPORT ON CLOSED SESSION ITEMS:**

6. **PRESENTATIONS/ANNOUNCEMENTS: NO PRESENTATIONS**

At this time, the City Council may recognize citizens and organizations that have made significant contributions to the community, and it may accept awards on behalf of the City.

7. **YOUTH ADVISORY COMMITTEE COMMUNICATIONS:**

8. **PUBLIC COMMENT/CITIZEN PARTICIPATION:**

*This is the time when any member of the public may bring a matter to the attention of the Mayor and the City Council that is within the jurisdiction of the City Council. The Ralph M. Brown act limits the Mayor's, City Council's and staff's ability to respond to comments on non-agendized matters at the time such comments are made. Thus, your comments may be agendized for a future meeting or referred to staff. The City Council may discuss or ask questions for clarification, if desired, at this time. **Public comment is limited to three (3) minutes.***

9. **APPROVAL OF MINUTES:**

A. Consideration to approve the minutes of the Regular Joint Meeting held on January 31, 2023 of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Community Economic Development Corporation and the Perris Joint Powers Authority.

10. CONSENT CALENDAR:

*Consent Calendar items are normally enacted in one motion. The Mayor or City Council may remove a Consent Calendar item for separate action. **Public comment is limited to three (3) minutes.***

- A. Consideration to adopt the Second Reading of Proposed Ordinance Number 1422 approving, Specific Plan Amendment 21-05193 to the Perris Valley Commerce Center Specific Plan (PVCCSP) to rezone 13.32 acres of a 14.93-acre project site from Commercial (C) Zone to Light Industrial Zone, located on the north side of Ramona Expressway, between Indian Avenue and Perris Boulevard to facilitate a 232,575 square foot industrial project. (APN(s): 302-060-041) (Applicant: Joseph McKay, JM Realty Group).

The Second Reading of Proposed Ordinance Number 1422 is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING SPECIFIC PLAN AMENDMENT 21-05193 ON 13.32-ACRES OF A LARGER 14.93-ACRE PROJECT LOCATED ON THE NORTH SIDE OF RAMONA EXPRESSWAY BETWEEN INDIAN AVENUE AND PERRIS BOULEVARD, WITHIN THE PERRIS VALLEY COMMERCE CENTER SPECIFIC PLAN, BASED ON THE FINDINGS PROVIDED HEREIN AND SUBJECT TO THE CONDITIONS OF APPROVAL.

- B. Consideration to approve a Contract Services Agreement with The Code Group, Inc. dba VCA Code and True North Compliance Services, Inc. for Building Plan Review Services.
- C. Consideration to adopt the Second Reading of Proposed Ordinance Number 1423 Requiring Healthy Checkout Options at Commercial Establishments with Groceries Larger than 2,500 Square Feet.

The Second Reading of Proposed Ordinance Number 1423 is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ADDING CHAPTER 7.50 TO TITLE 7 OF THE CITY OF PERRIS MUNICIPAL CODE ESTABLISHING HEALTHY CHECKOUT OPTIONS AT COMMERCIAL ESTABLISHMENTS WITH GROCERIES LARGER THAN 2,500 SQUARE FEET

- D. Consideration to award a Contract to Pyro Spectaculars, Inc. for a City-sponsored 2023 Fireworks Show Event.
- E. Consideration to approve a road closure for Conduit Trenching on San Jacinto Avenue between Perris Boulevard and D Street for 2 nights.

- F. Consideration to approve Revisions to the TUMF Improvement and Credit/Reimbursement Agreement with IDIL Perris North 3 L.P., for Improvements required for the Perris Logistics Center North.
- G. Consideration to approve a Conflict Waiver Letter Allowing Aleshire & Wynder to represent the City of Perris and Eastern Municipal Water District.
- H. Consideration to approve a contract for Professional Services with Kiley and Associates for Federal Legislative Advocacy Services.

11. PUBLIC HEARINGS:

*The public is encouraged to express your views on any matter set for public hearing. It is our procedure to first receive the staff report, then to ask for public testimony, first from those in favor of the project followed by testimony from those in opposition to it, and if there is opposition, to allow those in favor, rebuttal testimony only as to the points brought up in opposition. To testify on the matter, you need to simply come forward to the speaker's podium at the appropriate time, give your name and address and make your statement. After a hearing is closed, you may not further speak on the matter unless requested to do so or are asked questions by the Mayor or a Member of the City Council. **Public comment is limited to three (3) minutes.***

- A. Consideration to adopt Proposed Resolution Number (next in order) to acquire Fee Simple Interest and Temporary Construction Easement for the Widening of Orange Avenue. APN(s) 320-010-012. [This item was continued from the January 10, 2023 City Council meeting].

The Proposed Resolution Number (next in order) is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, DECLARING THAT PUBLIC INTEREST AND NECESSITY REQUIRE ACQUISITION OF INTERESTS IN A PORTION OF THE PROPERTY KNOWN AS ASSESSOR'S PARCEL NO. 320-010-012

Introduced by: City Attorney Robert Khuu

PUBLIC COMMENT

12. BUSINESS ITEMS: (not requiring a "Public Hearing"):

*Public comment will be called for each non-hearing item. Please keep comments brief so that everyone who wishes to speak has the opportunity to do so. After public comment is closed, you may not further speak on the matter unless the Mayor or City Council requests further clarification of your statement. **Public Comment is limited to three (3) minutes.***

- A. Consideration to authorize additional funds in the amount of \$522,000.00, Approve the Plans and Specifications, Award a Public Works Construction Contract to Urban Habitat, and reject all other bids for the Civic Center Circulation & Parking Improvements Phase 2 Project (CIP F055).

Introduced by: City Engineer Stuart McKibbin

PUBLIC COMMENT

- B. Consideration to add the Beautification Committee to the Working City Council Committees List and make City Council Appointments to the Committee.

Introduced by: Mayor Michael M. Vargas

PUBLIC COMMENT

13. **COUNCIL COMMUNICATIONS:** (*Committee Reports, Agenda Items, Meeting Requests and Review etc.*)

This is an opportunity for the Mayor and City Councilmembers to report on their activities and the actions of the Committees upon which they sit, to bring a matter to the attention of the full Council and staff, and to request agenda items. Any matter that was considered during the public hearing portion is not appropriate for discussion in this section of the agenda. NO ACTION CAN BE TAKEN AT THIS TIME.

14. **CITY MANAGER'S REPORT:**

15. **ADJOURNMENT:**

In compliance with the Americans with Disabilities Act and Government Code Section 54953(g), the City Council has adopted a reasonable accommodations policy to swiftly resolve accommodation requests. The policy can also be found on the City's website at: <https://www.cityofperris.org/home/showpublisheddocument/15875/638102339679387909>. Please contact the City Clerk's Office at (951) 943-6100 to make an accommodation request, or to obtain an electronic or printed copy of the policy.

COVID-19 REMOTE PUBLIC COMMENT/CITIZEN PARTICIPATION

With the intent of adhering to the new community guidelines from the Center for Disease Control, the City of Perris will allow for remote public comment and participation at upcoming City Council meetings via Zoom. Public Comment is limited to three (3) minutes.

ZOOM MEETING INFORMATION

When: February 14, 2023 06:30 PM Pacific Time (US and Canada)

Topic: City Council Meeting

In order to provide Public Comment via Zoom, participants will be required to register at the following link:

https://us06web.zoom.us/webinar/register/WN_RiX87HrCRGqMZcVD44SfzA

After registering, you will receive a confirmation email containing information about joining the meeting.

During the council meeting, if you wish to speak, via Zoom, for public comment on any item, please select the raise hand icon next to your name. The moderator will grant you access to speak. Public Comment is limited to (3) three minutes.

THE CITY COUNCIL MEETING IS ALSO AVAILABLE FOR VIEWING AT THE FOLLOWING:

City's Website:

<https://www.cityofperris.org/government/city-council/council-meetings>

YouTube:

<https://www.youtube.com/channel/UC24S1shebXkJFv3BnxdkPpg>

Facebook:

<https://www.facebook.com/PerrisToday/>

For cable subscribers only within Perris:

Spectrum: Channel 3

Frontier: Channel 16



9.A.

CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: February 14, 2023

SUBJECT: Approval of Minutes

REQUESTED ACTION: Approve the Minutes of the Regular Joint City Council Meeting held on January 31, 2023

CONTACT: Nancy Salazar, City Clerk *NS*

BACKGROUND/DISCUSSION: None

BUDGET (or FISCAL) IMPACT: None

Prepared by: Judy L. Haughney, CMC, Assistant City Clerk

REVIEWED BY:

City Attorney _____
Assistant City Manager *NS*
Deputy City Manager *el*

Attachments: 1. Minutes-January 31, 2023-Regular Joint City Council Meeting

Consent:
Public Hearing:
Business Item:
Presentation:
Other: Approval of Minutes

ATTACHMENT 1

Minutes-January 31, 2023 Regular Joint City Council Meeting

CITY OF PERRIS

MINUTES:

Date of Meeting: January 31, 2023

06:30 PM

Place of Meeting: City Council Chambers

THIS MEETING WAS ALSO CONDUCTED AS A REMOTE MEETING IN ACCORDANCE WITH AB 361 AND RESOLUTION NUMBER 6100

CLOSED SESSION

ROLL CALL

Present: Nava, Corona, Rabb, Rogers, Vargas

Staff Member's Present: City Manager Miramontes, Assistant City Manager Bugtai, City Attorney Khuu, Deputy City Attorney Tanner and Economic Development and Housing Manager Ogawa

- A. Conference with Real Property Negotiators – Government Code Section 54956.8
Property: APN 313-180-013 City Negotiator: Clara Miramontes, City Manager
Negotiating Parties: Matthew Johnson Under Negotiation: Price and terms of payment
- B. Conference with Legal Counsel – Existing Litigation – Government Code Section 54956.9(d)(1); 3 cases:
 - 1. City of Menifee v. City of Perris CVRI2203040
 - 2. Panattoni Development Company, Inc. v. City of Perris CVRI2203028
 - 3. Cado Menifee, LLC v. City of Perris CVR12203602

- 1. CALL TO ORDER: 6:30 P.M.

Mayor Vargas called the Regular City Council Meeting to order at 6:39 p.m.

- 2. ROLL CALL:

Present: Nava, Corona, Rabb, Rogers, Vargas

Staff Members Present: City Manager Miramontes, Assistant City Manager Bugtai, City Attorney Khuu, City Engineer McKibbin, Police Captain Sims, Director of Finance Schenk (via Zoom), Chief Information Officer Cervantes, Director of Community Services Chavez, Director of Development Services Phung, Director of Administrative Services

Amozgar, Director of Public Works Hill, Assistant City Clerk Haughney and City Clerk Salazar.

3. INVOCATION:

Reverend Cheri Metier

First Congregational Church of Perris

100 N 'A' St. Perris, CA 92570

4. PLEDGE OF ALLEGIANCE:

Mayor Pro Tem Nava led the Pledge of Allegiance.

5. REPORT ON CLOSED SESSION ITEMS:

City Attorney Khuu reported that the City Council met in Closed Session to discuss the items listed on the agenda, but no reportable action was taken.

6. PRESENTATIONS/ANNOUNCEMENTS:

A. Recognition of the Orange Vista High School Coyote Marching Band.

B. Presentation to the Mendoza Family as the 2022 Deck the Walls Winner.

C. City of Perris Employee of the Quarter Recognition for Fourth Quarter of 2022.

7. YOUTH ADVISORY COMMITTEE COMMUNICATIONS:

The report was given by Youth Advisory Committee Vice-President Julie Salas.

8. PUBLIC COMMENT/CITIZEN PARTICIPATION:

The Mayor called for Public Comment. The following people spoke at Public Comment:

Bill Lamb

Sharon Morris

Elizabeth Ayala

Tim Moore

Isabel Gutierrez

Emma Castillo

9. APPROVAL OF MINUTES:

A. Approved the minutes of the Regular Joint Meeting held on January 10, 2023 of the City Council, Successor Agency to the

Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Community Economic Development Corporation and the Perris Joint Powers Authority.

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Rita Rogers to Approve the Minutes, as presented.

AYES: Marisela Nava, Malcolm Corona, David Starr Rabb, Rita Rogers, Michael Vargas

NOES:

ABSENT:

ABSTAIN:

10. CONSENT CALENDAR:

City Manager Miramontes noted that a minor correction had been made to the Staff Report for Item 10.B. and a revised report had been distributed to the Council. She also noted that regarding Item 10.J., Exhibit B of Attachment 1 had been inadvertently left out and was distributed to the Council.

Councilmember Rogers requested that Item 10.J. be pulled for discussion.

Councilmember Corona requested that Item 10.N. be pulled for discussion.

The Mayor called for Public Comment on the balance of the Consent Calendar. There was no Public Comment.

- A. Adopted the Second Reading of Ordinance Number 1421 Authorizing the Levy of Special Tax within Improvement Area No. 1 and Improvement Area No.2 of CFD 2022-3 (Stratford Ranch). CFD 2022-3 is located at the northeast corner of Evans Road and Ramona Expressway within Tract Map Nos. 38071 and 38071-1.

The Second Reading of Ordinance Number 1421 is entitled:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2022-3 (STRATFORD RANCH) OF THE CITY OF PERRIS AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN IMPROVEMENT AREA NO. 1 AND IMPROVEMENT AREA NO. 2 OF SAID DISTRICT

- B. Approved a Purchase and Sale Agreement of a Permanent Easement for the Perris Valley Storm Drain Channel Phase 2 (CIP P040) located south of Nuevo Road, and west of the Perris Valley Storm Drain Channel (APN(s): 310-180-057)
- C. Adopted Resolution Numbers 6106, 6107 and 6108 regarding annexation of DPR 20-00017 to Maintenance District Number 84-1.

DPR 20-00017 is located at the southeast corner of Nance Street and Webster Avenue. (APN(s): 302-030-010) (Owner(s): Nance & Webster JP-KND2)

Resolution Number 6106 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS, APPOINTING THE ENGINEER OF WORK, ORDERING THE PREPARATION OF A DISTRICT MAP INDICATING THE PROPOSED BOUNDARIES OF AN ANNEXATION TO THE CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, AND FOR PROVIDING OTHER ENGINEERING SERVICES IN THE MATTER OF THE ANNEXATION OF DPR 20-00017 INTO MAINTENANCE DISTRICT NUMBER 84-1

Resolution Number 6107 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR ANNEXATION OF DPR 20-00017 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1

Resolution Number 6108 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO ORDER THE ANNEXATION TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, DECLARING THE WORK TO BE OF MORE LOCAL THAN ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREA TO BE ANNEXED TO MAINTENANCE DISTRICT NUMBER 84-1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF DPR 20-00017 TO MAINTENANCE DISTRICT NUMBER 84-1; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON MARCH 28, 2023

- D. Adopted Resolution Numbers 6109, 6110 and 6111 regarding annexation of DPR 20-00017 to Landscape Maintenance District Number 1. DPR 20-00017 is located at the southeast corner of Nance Street and Webster Avenue. (APN(s): 302-030-010) (Owner(s): Nance & Webster JP-KND2)

Resolution Number 6109 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS, APPOINTING THE ENGINEER OF WORK, ORDERING THE PREPARATION OF A DISTRICT MAP INDICATING THE PROPOSED BOUNDARIES OF AN ANNEXATION TO THE CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, AND FOR

PROVIDING OTHER ENGINEERING SERVICES IN THE MATTER OF THE ANNEXATION OF BENEFIT ZONE 168 DPR 20-00017 TO LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

Resolution Number 6110 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR ANNEXATION OF DPR 20-00017 TO BENEFIT ZONE 168 CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

Resolution Number 6111 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO ORDER THE ANNEXATION TO BENEFIT ZONE 167, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, DECLARING THE WORK TO BE OF MORE LOCAL THAN ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREA TO BE ANNEXED TO BENEFIT ZONE 168 LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF DPR 20-00017 TO BENEFIT ZONE 168 LANDSCAPE MAINTENANCE DISTRICT NUMBER 1; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON MARCH 28, 2023

- E. Adopted Resolution Number 6112 regarding annexation of DPR 20-00017 to Flood Control Maintenance District Number 1. DPR 20-00017 is located at the southeast corner of Nance Street and Webster Avenue. (APN(s): 302-030-010) (Owner(s): Nance & Webster JP-KND2)

Resolution Number 6112 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO AUTHORIZE LEVYING ASSESSMENTS UPON CERTAIN PARCELS OF REAL PROPERTY, TO ORDER ANNEXATION OF DPR 20-00017 TO BENEFIT ZONE 133, FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, PURSUANT TO THE BENEFIT ASSESSMENT ACT OF 1982; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON MARCH 28, 2023

- F. Adopted Resolution Number 6113 regarding annexation of DPR 20-00017 to CFD 2018-02 (Public Services District)-Annexation No. 17. DPR 20-00017 is located at the southeast corner of Nance Street and Webster Avenue. (APN(s): 302-030-010) (Owner(s): Nance &

Webster JP-KND2)

Resolution Number 6113 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING AS THE LEGISLATIVE BODY OF CITY OF PERRIS COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) DECLARING ITS INTENTION TO ANNEX CERTAIN TERRITORY THERETO [ANNEXATION NO. 17]

- G. Adopted Resolution Number 6114 regarding annexation of DPR 20-00017 to CFD 2001-3 (North Perris Public Safety District)-Annexation No. 54. DPR 20-00017 is located at the southeast corner of Nance Street and Webster Avenue. (APN(s): 302-030-010) (Owner(s): Nance & Webster JP-KND2)

Resolution Number 6114 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING AS THE LEGISLATIVE BODY OF CITY OF PERRIS COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) DECLARING ITS INTENTION TO ANNEX CERTAIN TERRITORY THERETO [ANNEXATION NO. 54]

- H. Adopted Resolution Number 6115 reaffirming the necessity of developer fees in Compliance with Developer Fee Reporting Requirements of Section 66006 (AB 1600) of the Government Code for the fiscal year ended June 30, 2022.

Resolution Number 6115 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, TO REAFFIRM THE NECESSITY OF DEVELOPER FEES

- I. Approved the City's Monthly Check Register for September 2022.
- J. This item was pulled by Councilmember Rogers-Consideration to approve Amendments to Contract City Engineer Services Agreement and Supplemental Agreement for Engineering Fee Bank Account with Interwest Consulting Group, Inc. to update fees, services, and designated signers (as applicable).

This item was pulled for discussion by Councilmember Rogers.

The following Councilmember's spoke:

Rogers

Vargas

Nava

Rabb

The item was referred back to the Ways and Means Committee for further review.

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Malcolm Corona to Approve referral back to the Ways and Means Committee for further review.

AYES: Marisela Nava, Malcolm Corona, David Starr Rabb,
Rita Rogers, Michael Vargas

NOES:

ABSENT:

ABSTAIN:

- K. Approved a Termination Agreement Regarding Western Community Energy (WCE).
- L. Approved a one-year Extension of Time (PLN22-05352) for Tentative Tract Maps 37262, 37223, 37817 and 37818. (Applicant: Matt Villalobos, Green Valley Recovery Acquisition, LLC).
- M. Approved the Third Amendment to the Maintenance Service Agreement with West Coast Arborist (WCA) for Citywide tree maintenance.
- N. This item was pulled by Councilmember Corona. Adopted Resolution Number 6116 to continue Tele/Video-Conference Meetings during COVID-19 State of Emergency pursuant to the Provisions of AB 361.

Resolution Number 6116 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, MAKING FINDINGS THAT PURSUANT TO ASSEMBLY BILL 361 THAT THE PROCLAIMED STATE OF EMERGENCY CONTINUES TO IMPACT THE ABILITY TO MEET SAFELY IN PERSON AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF PERRIS FOR THE PERIOD BEGINNING JANUARY 31, 2023 AND ENDING MARCH 2, 2023 PURSUANT TO BROWN ACT PROVISIONS

**The following Councilmember spoke:
Corona**

The Mayor called for a motion.

M/S/C: Moved by Malcolm Corona, seconded by David Starr Rabb to Approve Item 10.N./Resolution Number 6116, as presented.

AYES: Marisela Nava, Malcolm Corona, David Starr Rabb,
Rita Rogers, Michael Vargas

NOES:

ABSENT:

ABSTAIN:

- O. Adopted Resolution Number 6117 approving a Military Leave Differential Pay Program for City of Perris Employees.

Resolution Number 6117 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA ENACTING A MILITARY LEAVE DIFFERENTIAL PAY PROGRAM

- P. Approved the 2023 City Council Meeting Schedule.

The Mayor called for a motion.

M/S/C: Moved by Marisela Nava, seconded by David Starr Rabb to Approve the Consent Calendar, with the exception of items 10.J. and 10.N., as presented.

AYES: Marisela Nava, Malcolm Corona, David Starr Rabb, Rita Rogers, Michael Vargas

NOES:

ABSENT:

ABSTAIN:

11. PUBLIC HEARINGS:

- A. Adopted Resolution Number 6118 and Introduced the First Reading of Ordinance Number 1422 approving, Specific Plan Amendment 21-05193, Tentative Parcel Map 22-05078 (TPM 38393) and Development Plan Review 21-00011 a proposal to consider entitlements to facilitate the construction of a 232,575 Sq. Ft. Industrial Building located on the north side of Ramona Expressway, between Indian Avenue and Perris Boulevard. (APN(s): 302-060-041) (Applicant: Joseph McKay, JM Realty Group).

Resolution Number 6118 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ADOPTING THE MITIGATED NEGATIVE DECLARATION NO. 2373 AND APPROVING SPECIFIC PLAN AMENDMENT 21-05193, TENTATIVE PARCEL MAP 22-05078 (TPM-38393) AND DEVELOPMENT PLAN REVIEW 21-00011 TO ALLOW THE CONSTRUCTION OF 232,575 SQUARE FOOT MULTI-TENANT, NON-REFRIGERATED WAREHOUSE DISTRIBUTION BUILDING ON 13.32 ACRES OF A LARGER 14.93-ACRE PROJECT SITE LOCATED ON THE NORTH SIDE OF RAMONA EXPRESSWAY BETWEEN INDIAN AVENUE AND PERRIS BOULEVARD, BASED ON THE FINDINGS PROVIDED HEREIN AND SUBJECT TO THE CONDITIONS OF APPROVAL AND THE MITIGATION MONITORING AND REPORTING PROGRAM.

The First Reading of Ordinance Number 1422 is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,

APPROVING SPECIFIC PLAN AMENDMENT 21-05193 ON 13.32-ACRES OF A LARGER 14.93-ACRE PROJECT LOCATED ON THE NORTH SIDE OF RAMONA EXPRESSWAY BETWEEN INDIAN AVENUE AND PERRIS BOULEVARD, WITHIN THE PERRIS VALLEY COMMERCE CENTER SPECIFIC PLAN, BASED ON THE FINDINGS PROVIDED HEREIN AND SUBJECT TO THE CONDITIONS OF APPROVAL.

This item was introduced by Director of Development Services Kenneth Phung and turned over to Contract Planner Douglas Fenn for the presentation.

Nick Johnson, representing the applicant, gave a presentation.

The following Councilmember spoke:

Corona

The Mayor opened the Public Hearing at 8:24 p.m. The following person spoke:

Kelly Kaus

The Mayor closed the Public Hearing at 8:29 p.m.

The Mayor re-opened the Public Hearing at 8:32 p.m. The following people and Councilmember's spoke:

Kelly Kaus

Rabb

Joe McKay, Applicant

Corona

Nava

Corona

Vargas

Kelly Kaus

The Mayor closed the Public Hearing at 8:55 p.m.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Approve Resolution Number 6118 and the First Reading of Ordinance Number 1422, as presented, adding the following: 1 24" box tree per 5,000 sq. ft., adding a parkway adjacent to Ramona Expressway as a buffer for the sidewalk, and working with the applicant and the adjacent property owner to construct a 12-14 ft. barrier wall to mitigate any noise.

AYES: David Starr Rabb, Rita Rogers, Michael Vargas

NOES: Marisela Nava, Malcolm Corona

ABSENT:

ABSTAIN:

- B. Adopted Resolution Numbers 6119, 6120 and 6121 regarding annexation of PM 37988 to the City's Maintenance Districts. PM 37988 is located at the northeast corner of Ellis and Redlands Avenues. (APN(s): 310-170-006,310-170-009,310-170-010,310-170-011,310-170-012,310-220-057, and 310-220-058) (Owner(s): IDIL Perris North 3, LP)

Resolution Number 6119 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF PM 37988 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1 (STREETLIGHTS), GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2022/2023

Resolution Number 6120 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF PM 37988 TO BENEFIT ZONE 166, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2022-2023

Resolution Number 6121 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF PM 37988 TO BENEFIT ZONE 132, CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2022-2023

This item was introduced by City Engineer Stuart McKibbin and turned over to Dulce Diaz, Willdan Financial for the presentation.

The Mayor opened the Public Hearing at 9:02 p.m. There was no Public Comment.

The Mayor closed the Public Hearing at 9:02 p.m.

The Mayor asked City Clerk Salazar to open the three ballots. City Clerk Salazar opened the three ballots and reported that they were all marked YES.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Approve Resolution Numbers 6119, 6120 and 6121, as presented.

AYES: Marisela Nava, Malcolm Corona, David Starr Rabb, Rita Rogers, Michael Vargas

NOES:

ABSENT:

ABSTAIN:

- C. Adopted Resolution Numbers 6122 and 6123 regarding annexation of PM 37988 to CFD 1-S (South Perris Public Services District)-Annexation No. 10. PM 37988 is located at the northeast corner of Ellis and Redlands Avenues. (APN(s): 310-170-006,310-170-009,310-170-010,310-170-011,310-170-012,310-220-057, and 310-220-058).(Owner(s): IDIL Perris North 3, LP).

Resolution Number 6122 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 1-S (SOUTH PERRIS PUBLIC SERVICES) OF THE CITY OF PERRIS, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 10 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 10

Resolution Number 6123 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 1-S (SOUTH PERRIS PUBLIC SERVICES) OF THE CITY OF PERRIS, DECLARING THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 10 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 10 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

This item was introduced by Director of Finance Matthew Schenk and turned over to Dulce Diaz, Willdan Financial for the presentation.

The Mayor opened the Public Hearing at 9:06 p.m. There was no Public Comment.

The Mayor closed the Public Hearing at 9:06 p.m.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Approve Resolution Number 6122, as presented.

AYES: Marisela Nava, Malcolm Corona, David Starr Rabb, Rita Rogers, Michael Vargas

NOES:

ABSENT:
ABSTAIN:

The Mayor asked the City Clerk to open the ballot.

City Clerk Salazar opened the ballot and reported that it was marked YES.

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Marisela Nava to Approve Resolution Number 6123, as presented.

AYES: Marisela Nava, Malcolm Corona, David Starr Rabb, Rita Rogers, Michael Vargas

NOES:
ABSENT:
ABSTAIN:

- D. Adopted Resolution Numbers 6124 and 6125 regarding annexation of PM 37988 to CFD 2018-02 (Public Services District)-Annexation No. 15. PM 37988 is located at the northeast corner of Ellis and Redlands Avenues. (APN(s): 310-170-006,310-170-009,310-170-010,310-170-011,310-170-012,310-220-057, and 310-220-058) (Owner(s): IDIL Perris North 3, LP)

Resolution Number 6124 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) OF THE CITY OF PERRIS, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 15 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 15

Resolution Number 6125 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) OF THE CITY OF PERRIS, DECLARING THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 15 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 15 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

This item was introduced by Accounting Supervisor Adrienne Morales and turned over to Dulce Diaz, Willdan Financial for the presentation.

The Mayor opened the Public Hearing at 9:09 p.m. There was

no Public Comment.

The Mayor closed the Public Hearing at 9:09 p.m.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Approve Resolution Number 6124, as presented.

AYES: Marisela Nava, Malcolm Corona, David Starr Rabb, Rita Rogers, Michael Vargas

NOES:

ABSENT:

ABSTAIN:

The Mayor asked the City Clerk to open the ballot.

City Clerk Salazar opened the ballot and reported that it was marked YES.

The Mayor called for a motion.

M/S/C: Moved by Marisela Nava, seconded by Rita Rogers to Approve Resolution Number 6125, as presented.

AYES: Marisela Nava, Malcolm Corona, David Starr Rabb, Rita Rogers, Michael Vargas

NOES:

ABSENT:

ABSTAIN:

- E. Introduced the First Reading of Ordinance Number 1423 Requiring Commercial Establishments with Groceries Larger than 2,500 Square Feet to Provide Healthy Food and Beverage Items as the "Default" Option at Checkout Aisles.

The First Reading of Ordinance Number 1423 is entitled:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ADDING CHAPTER 7.50 TO TITLE 7 OF THE CITY OF PERRIS MUNICIPAL CODE ESTABLISHING HEALTHY CHECKOUT OPTIONS AT COMMERCIAL ESTABLISHMENTS WITH GROCERIES LARGER THAN 2,500 SQUARE FEET

This item was introduced by Director of Community Services Sabrina Chavez and turned over to Recreation and Public Services Manager Crystal Lopez for the presentation.

The Mayor opened the Public Hearing at 9:16 p.m. There was no Public Comment.

The Mayor closed the Public Hearing at 9:16 p.m.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by Marisela Nava to Approve the First Reading of Ordinance Number 1423, as presented.

AYES: Marisela Nava, Malcolm Corona, David Starr Rabb, Rita Rogers, Michael Vargas

NOES:

ABSENT:

ABSTAIN:

12. BUSINESS ITEMS:

- A. Received and Filed the Introduction of the Community Engagement Program and Art Mural Program under the City of Perris Public Art Initiative.

—

This item was introduced by Director of Community Services Sabrina Chavez and turned over to Recreation and Public Services Manager Crystal Lopez for the presentation.

The following Councilmember spoke:

Nava

The Mayor called for Public Comment. There was no Public Comment.

13. COUNCIL COMMUNICATIONS:

The following Councilmember's spoke:

Corona

Nava

Vargas

14. CITY MANAGER'S REPORT:

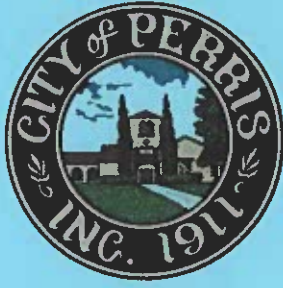
There was no City Manager's Report.

15. ADJOURNMENT:

There being no further business Mayor Vargas adjourned the Regular City Council meeting at 9:32 p.m. in memory of Riverside County Sherriff's Deputy Darnell Calhoun who passed away, in the line of duty, on January 13, 2023.

Respectfully Submitted,

Nancy Salazar, City Clerk



CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

- MEETING DATE:** February 14, 2023
- SUBJECT:** Second Reading of Ordinance No. 1422 approving Specific Plan Amendment (SPA) 21-015193 to the Perris Valley Commerce Center Specific Plan (PVCCSP) to rezone 13.32 acres of 14.93-acre project site from Commercial (C) Zone to Light Industrial Zone, located on the north side of Ramona Expressway, between Indian Avenue and Perris Boulevard to facilitate a 232,575 square foot industrial project. (APN: 302-060-041). Applicant: Joseph McKay, JM Realty Group.
- REQUESTED ACTION:** Second Reading and Adoption of Ordinance No. 1422 approving Specific Plan Amendment 21-05193, based upon the findings and information contained in this submittal.
- CONTACT:** Kenneth Phung, Development Services Director
-

BACKGROUND/DISCUSSION:

The City Council, at its meeting on January 31, 2021, voted 3-2 to introduce the first reading of Ordinance No. 1422 to approve Specific Plan Amendment 21-05193 to rezone 13.32 acres of the 14.93-acre project site from Commercial (C) Zone to Light Industrial (LI) Zone, located on the north side of Ramona Expressway between Indian Avenue and Perris Boulevard. In conjunction with introducing the Ordinance, the City Council approved Tentative Parcel Map 22-05078 and Development Plan Review 21-00011 for the construction of a 232,575-square-foot industrial facility and future commercial development.

As part of the Project approval, City Council conditioned the applicant: 1) To work with staff to provide a 12- to 14-foot high wall along the nonconforming residence to the north; 2) To ensure an adjacent street parkway is provided along Ramona Expressway; and 3) To provide one 24-inch size tree for every 5,000 square feet of the industrial building area. Thus, the Planning Conditions of Approval have been revised to address these concerns as noted below:

36. **Off-Site Tree Planting or Funding.** To promote the City's tree planting initiative currently underway to make Perris GREEN providing positive benefits to the local environment from air quality to shading, the developer will plant one 24 inch size tree per 5,000 square feet of building size to include irrigation lines and controllers at an off-site location to be determined by the City (i.e., City right-of-way, parks, etc.) or provide funding equivalent to such cost at the discretion of the City prior to issuance of the building

- permit.
- 40.k. **Landscape Parkway.** A landscape parkway shall be provided along the Ramona Expressway frontage subject to Engineering, Public Works, and Planning Staff review and approval.
- 41.b. **Northern Screen Wall.** The applicant shall work with staff to provide a 12 to a 14-foot-high wall along the nonconforming residence to the north.

RECOMMENDATION:

Staff is recommending adoption of the second reading of the Ordinance amending the land use designation of the Perris Valley Commerce Center Specific Plan (PVCCSP). Upon adoption, the Ordinance will become effective on March 14, 2023.

BUDGET (or FISCAL) IMPACT: All costs associated with the Project are borne by the applicant.

Prepared by: Douglas Fenn, Contract Planner
REVIEWED BY: Patricia Brenes, Planning Manager

City Attorney _____
Assistant City Manager *MB*
Deputy City Manager *ER*

- Attachment:
1. Ordinance Number No. 1422 Adopting the Specific Plan Amendment (PVCC-SP Map)
 2. Final Conditions of Approval (Revised Planning Conditions, Engineering, Public Works, Building & Safety, Fire, and Community Services)
 3. Project Plans (Site Plan, Tentative Parcel Map, Building Elevations, and Conceptual Landscape Plan) - Informational Purpose
 4. City Council Agenda Submittal – Dated January 31, 2023

Consent: X
Public Hearing:
Business Item:
Presentation:
Other:

ATTACHMENT 1

Ordinance Number No. 1422 Adopting the Specific Plan Amendment (PVCC-SP Map)

ORDINANCE NUMBER (Next in Order)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING SPECIFIC PLAN AMENDMENT 21-05193 TO THE PERRIS VALLEY COMMERCE CENTER SPECIFIC PLAN TO CHANGE THE LAND USE DESIGNATION OF APPROXIMATELY 13.32 ACRES OF A LARGER 14.93-ACRE PROJECT SITE FROM COMMERCIAL (C) TO LIGHT INDUSTRIAL (LI) LOCATED ON THE NORTH SIDE OF RAMONA EXPRESSWAY BETWEEN INDIAN AVENUE AND PERRIS BOULEVARD AND MAKING FINDINGS IN SUPPORT THEREOF.

WHEREAS, the applicant, Joe McKay with JM Realty, proposes to amend the Perris Valley Commerce Center Specific Plan ("PVCCSP") to change the zoning designation of 13.32-acres of a larger 14.93-acre parcel from Commercial (C) to Light Industrial (LI) located at the northeast corner of Indian Avenue and Ramona Expressway ("Project"); and

WHEREAS, Specific Plan Amendment ("SPA") 21-05193 and Development Plan Review ("DPR") 21-00011 applications were submitted for consideration of architectural design and site layout and operations for the above-mentioned Project ("Project"); and

WHEREAS, the proposed SPA 21-05193, is considered a "Project" as defined by the California Environmental Quality Act ("CEQA"); and

WHEREAS, on April 14, 2022, the Riverside County Airport Land Use Commission (ALUC) determined the Project was conditionally consistent with the 2014 March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan (MARB ALUCP) based on findings and conditions, which are attached and incorporated into the Planning Conditions of Approval; and

WHEREAS, pursuant to CEQA and State CEQA Guidelines, an Initial Study ("IS") was prepared for the proposed Project and, based upon thereof, Mitigated Negative Declaration ("MND") 2373 was prepared for the Project; and

WHEREAS, the City of Perris Municipal Code (Zoning Code, Authority and Review Procedures) authorizes the City to approve, conditionally approve, or deny requests for a Specific Plan Amendment; and

WHEREAS, the Planning Commission conducted a duly noticed public hearing on December 7, 2022 regarding SPA 21-05193, DPR 21-00011, and MND 2373; and the Planning Commission recommended that the City Council deny SPA 21-05193, DPR 21-00011, and MND 2373 after considering all oral and written testimony submitted by members

of the public and City staff including without limitation, the materials in the agenda submittal and accompanying documents; and

WHEREAS, on January 31, 2023, the City Council conducted a duly noticed public hearing regarding SPA 21-05193, DPR 21-00011, and MND 2373, at which time all interested persons were given full opportunity to be heard and to present evidence for the City Council's consideration; and

WHEREAS, by Resolution Number (*next in order*), the City Council adopted Mitigated Negative Declaration 2373 for the proposed SPA 21-05193 and DPR 21-00011; and

WHEREAS, prior to taking action, the City Council has heard, been presented with, and/or reviewed all of the information and data which constitutes the administrative record for the above-mentioned approvals, including without limitation all oral and written evidence presented to the City during all Project meetings and public hearings; and

WHEREAS, all other legal prerequisites to the adoption of this Ordinance have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PERRIS does resolve as follows:

Section 1. The above recitals are all true and correct and are incorporated herein by this reference.

Section 2. City Council Resolution No. (*next in order*) found that all requirements of the California Environmental Quality Act ("CEQA"), the State CEQA Guidelines and the City's Local CEQA Guidelines have been satisfied in the Mitigated Negative Declaration No. 2373 as it relates to the Project, which is sufficiently detailed so that all of the significant environmental effects of the Project have been adequately evaluated and mitigated, and adopted Mitigated Negative Declaration No. 2373, which findings are incorporated herein by this reference as if set forth in full.

Section 3. Based upon the foregoing and all oral and written statements and reports presented by City staff and members of the public, including, but not limited to, all such statements and reports (including all attachments and exhibits) presented at its public hearing on January 31, 2023, the City Council finds with respect to Specific Plan Amendment 21-05193, that:

1) *The Specific Plan Amendment is consistent with the General Plan Land Use Map and applicable General Plan objectives, policies, and programs.*

The PVCCSP sets specific goals to achieving the vision established by the Perris General Plan Goal III which states, "Commerce and industry to provide jobs for residents at all economic levels" with Policy III.A adding: "Accommodate diversity in the local economy". The proposed Light Industrial land use and operation will help to ensure that adequate jobs are

available at all skill levels of employment in the City of Perris. The pay for warehouse jobs ranges from minimum wage to professional wages. Warehouse jobs are available to City of Perris residents at any time, and public transportation is also available. Employees living close to the Project site have the option to bicycle to work; as such, the Project has been designed to provide bicycle racks consistent with the California Building Code.

2) *The Specific Plan Amendment provides adequate text and diagrams to adequately address the following issues in detail.*

a. *The distribution, location, and extent of the uses of land, including open space, within the area covered by the Plan.*

The proposed Specific Plan Amendment is a logical extension of the existing Light Industrial zoning pattern to the north and west, which are developed with similar warehouse facilities. The provision for open space is not applicable to industrial or business park development, and there is no land set aside for parks in the PVCCSP. However, park fees have been adopted for industrial development, and will be collected at issuance of building permits for an industrial project in the PVCCSP to pay for renovation and expansion of parks that, through their attraction of workers, may indirectly contribute to population growth in the city and necessitate additional park construction. Further, the installation a Class I Multipurpose Trail (behind the curb) at the Ramona Expressway intersections per the Perris Bikeway Master Plan. Since the Rider Street Bike Trail runs east to west from Ramona Expressway to East Frontage Road and would be accessible from the Project site to further encourage employee use of this trail, twenty bike racks will to be installed adjacent to the primary office area and main entrances.

b. *The proposed distribution, location, and extent and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy, and other essential facilities proposed to be located within the area covered by the Plan and needed to support the land uses described in the Plan.*

The Specific Plan contains an Infrastructure Plan for major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy, and other essential facilities. The Infrastructure Plan identifies necessary improvements for development. Light Industrial is a less intense use than Commercial; thus, the infrastructure plan is designed to accommodate the proposed land use change.

The PVCCSP Amendments will modify Figure 2.0-1 Specific Plan Land Use Designation, and Table 2.0-1, Land Use Comparison to reflect a change in land use designation of 13.32-acres from Commercial to Light Industrial (LI) for the property bound by Indian Avenue to the west and Ramona Expressway to the South.

c. Standards and criteria by which development will proceed, and standards for the conservation, development, and utilization of natural resources, where applicable.

The Specific Plan contains standards and criteria by which development will proceed and standards for the conservation, development, and utilization of natural resources. An IS/MND with a Mitigation, Monitoring and Reporting Program (MMRP) was prepared for the Project and adequately provides for the conservation, development, and utilization of natural resources, as applicable.

d. A program of implementation measures including regulations, programs, public works projects, and financing measures necessary to carry out the provisions contained in paragraphs a, b, and c above.

Development under the proposed land use change will require implementation measures including regulation, programs, public works projects, and financing measures necessary to carry out the provisions contained in paragraphs a, b, c and d above.

Section 4. Based on the forgoing, the information contained in the staff report and supporting exhibits and all oral and written presentations and testimony made by City staff and members of the public presented at the public hearing on January 31, 2023, the City Council hereby approves Specific Plan Amendment 21-05193 (attached hereto as Attachment A) changing the land use designation of 13.32 acres of a larger 14.93-acre parcel from Commercial (C) to Light Industrial (LI), located at the northeast corner of Indian Avenue and Ramona Expressway, in the Perris Valley Commerce Center Specific Plan, subject to Conditions of Approval.

Section 5. The City Council declares that should any provision, section, paragraph, sentence, or word of this Ordinance be rendered or declared invalid by any court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, and words of this Ordinance shall remain in full force and effect.

Section 6. The Mayor shall sign this Ordinance and the City Clerk shall certify to the adoption of this Ordinance, and shall cause the same to be published and posted pursuant to the provisions of law in this regard, and this Ordinance shall take effect thirty days after its final passage.

ADOPTED, SIGNED, and APPROVED this 14th Day of February 2023.

Michael M. Vargas

ATTEST:

City Clerk, Nancy Salazar

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) §
CITY OF PERRIS)

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Ordinance Number (next in order) was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 14th Day of February 2023, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

Exhibit:

A. Perris Valley Commerce Center Specific Plan Amendment Map

EXHIBIT A

PERRIS VALLEY COMMERCE CENTER SPECIFIC PLAN AMENDMENT MAP

PVCC SPECIFIC PLAN AMENDMENT MAP



ATTACHMENT 2

Final Conditions of Approval (Revised Planning Conditions, Engineering, Public Works, Building & Safety, Fire, and Community Services)

**CITY OF PERRIS
DEVELOPMENT SERVICES DEPARTMENT
PLANNING DIVISION**

FINAL CONDITIONS OF APPROVAL

Specific Plan Amendment (SPA) 21-05193, Tentative Tract Map 22-05078 (TPM-38393) and Development Plan Review (DPR) 21-00011

January 31, 2023

PROJECT: Specific Plan Amendment (SPA) 21-05193, Tentative Parcel Map 22-05078 (TPM-38393) and Development Plan Review (DPR) 21-00011 - A proposal to consider the following entitlements to facilitate the construction of a 232,575-square-foot industrial building and future commercial development on 14.93 acres located on the north side of Ramona Expressway, between Indian Avenue and Perris Boulevard, in the Perris Valley Commerce Center Specific Plan: 1) Amendment to the Perris Valley Commerce Center Specific Plan (PVCCSP) to rezone 13.32-acres of the 14.93-acre project site from Commercial (C) Zone to Light Industrial (LI) Zone; 2) Tentative Parcel Map to subdivide the project site into two parcels; and 3) Development Plan Review for the site plan and building elevations. (APN: 302-060-041). Applicant: Joe McKay, JM Realty.

General Requirements:

1. **Mitigation Monitoring Program.** The project shall at all times comply with all provisions of the Mitigation Monitoring and Reporting Program (MMRP) for the IS/MND 2373.
2. **Development Standards.** The project shall conform to all requirements of the Perris Valley Commerce Center Specific Plan (PVCCSP) and City of Perris Municipal Code Title 19.
3. **Specific Plan Compliance.** The Industrial Warehouse Building shall conform to the Light Industrial (LI) zone standards of the Perris Valley Commerce Center Specific Plan (PVCCSP).
4. **Conformance to Approved Plans.** Development of the project site, building elevations, and conceptual landscaping shall conform substantially to the approved set of plans presented at the **December 7, 2022** Planning Commission hearing, or as amended by these conditions and as approved by the City Council. Any deviation shall require appropriate Planning Division review and approval.
5. **Tract Map Term of Approval.** In accordance with the Subdivision Map Act, the recordation of the final map shall occur within two (2) years from the approval date unless an extension is granted. The applicant may apply for a maximum of six (6) one-year extensions, to permit additional time to record the final map. A written request for extension shall be submitted to the Development Services Department at least thirty (30) days prior to the expiration of Tentative Map approval. No time extension may be granted for applications received after the expiration date of the map.
3. **Development Plan Review Term of Approval.** The Development Plan Review processed in conjunction with the Tentative Parcel Map shall expire in two years from the City Council

- final action for consistency with the time limits of the map. Within two years, the applicant shall demonstrate the beginning of substantial construction as approved, which shall thereafter be diligently pursued to completion or substantial utilization. If this does not occur, a maximum of six (6) one-year extensions may be requested for consistency with the related Tentative Parcel Map. A written request for extension shall be submitted to the Planning Division at least thirty (30) days prior to the initial (and any subsequent extension) expiration of the Development Plan Review.
6. **Val Verde Unified School District.** The proposed subdivision shall adhere to the standard requirements and mitigation fees established by the *Val Verde Unified School District*.
 7. **Riverside Transit Agency (RTA).** All future bus stop locations, material, architecture, and colors shall conform to the Green Valley Specific Plan.
 8. **ADA Compliance.** The project shall conform to all disabled access requirements in accordance with the State of California, Title 24, and Federal Americans with Disabilities Act (ADA).
 9. **Property Maintenance.** The project shall comply with provisions of Perris Municipal Code 7.06 regarding Landscape Maintenance, and Chapter 7.42 regarding Property Maintenance.
 10. **Indemnification.** The developer/applicant shall indemnify, protect, defend, and hold harmless, the City and any agency or instrumentality thereof, and/or any of its officers, employees and agents from any and all claims, actions, or proceedings against the City, or any agency or instrumentality thereof, or any of its officers, employees and agents, to attack, set aside, void, annul, or seek monetary damages resulting from an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board or legislative body including actions approved by the voters of the City, concerning Specific Plan Amendment (SPA) 21-05193, Tentative Parcel Map 22-05078 (TPM 38393) and Development Plan Review (DPR) 21-00011. The City shall promptly notify the developer/applicant of any claim, action, or proceeding for which indemnification is sought and shall further cooperate fully in the defense of the action.
 11. **Building Official/Fire Marshal.** The proposed project shall adhere to all requirements of the Building Official/Fire Marshal. Fire hydrants shall be located on the project site pursuant to the Building Official and the approved Fire Access Plan. Water, gas, sewer, electrical transformers, power vaults and separate fire/water supply lines (if applicable) must be shown on the final set of construction plans pursuant to the requirements of the Building Official. All Conditions of Approval shall be included on building plans. See City of Perris website, Office of the Fire Marshal, for examples and relevant information for access and underground plan available at: <http://www.cityofperris.org>.
 12. **ADA Compliance.** The project shall conform to all disabled access requirements in accordance with the State of California, Title 24, and Federal Americans with Disabilities Act (ADA).

13. **Public Works Conditions.** The project shall comply with all requirements of the Public Works Administration Department as indicated in the Conditions of Approval dated November 19, 2021.
14. **Engineering Conditions.** The project shall comply with all requirements of the City Engineer as indicated in the Conditions of Approval dated, revised November 21, 2022.
15. **Community Services Conditions.** The project shall comply with all requirements of the Community Services Department.
16. **Unit Identification.** Each unit shall include an interior lighted address fixture. This fixture shall allow for replacement of the bulbs and shall be reviewed and approved by the Planning Division.
17. **Property Maintenance.** The project shall comply with the Perris Municipal Code Chapter 7.42 regarding Property Maintenance. The site shall be maintained graffiti-free state at all times. Any graffiti located on the site shall be removed within 48 hours.
18. **Utilities.** If applicable, all utilities such as cable TV and electrical distribution lines (including those which provide direct service to the project site and/or currently exist along public right-of-way) adjacent to the site shall be placed underground, except for electrical utility lines rated at 65kv or larger. All utility facilities attached to buildings, including meters and utility boxes, shall be painted to match the wall of the building to which they are affixed. These facilities shall also be screened from the public right-of-way by landscaping.
19. **Mechanical Equipment.** All mechanical equipment, including air conditioning units, pool equipment, etc., shall be screened from the public right-of-way by a view obscuring fence, wall, or landscaping to the satisfaction of the Planning Division.
20. **City-Approved Waste Hauling.** The developer shall use only the City-approved waste hauler for all construction and other waste disposal.
21. **Energy Conservation.** To improve local air quality, the applicant shall comply with the energy-conservation features into the project (as feasible) per the ISMND and Design Guidelines. An accounting of the project's energy conservation measures shall be submitted to the Building Division, prior to application for Building Permits.
22. **Glazing.** Highly-reflective glass shall not be used for architectural elevations.
23. **Roof Parapets.** The height of the roof parapet shall fully screen any roof-mounted equipment. All vent pipes and similar devices shall be painted to match the building.
24. **Downspouts.** Exterior downspouts are not permitted on building elevations facing the public right of way. Interior downspouts are required for these elevations
25. **Vehicle Parking.** Parking for high-occupancy vehicles (HOV) and rideshare vans, Electric

Vehicles and for High-Efficiency Vehicles (HEV) and other fuel-efficient vehicles shall be provided as required by the Mitigation Monitoring and Reporting Plan (MMRP). Design of parking stalls shall comply with PMC 19.69.030C.5b ("double-striping"). All designated parking stalls shall be marked as required.

26. **Employee Amenities.** Outdoor amenities, shall include a landscaped, concrete lunch patio with seating, which provides landscaping and a covered tubular-steel trellis for shade that is architecturally similar in colors and materials to the warehouse building. In addition, a horse-shoe/bocce ball sand pit, and half basketball court shall be provided. Indoor amenities shall include an indoor gaming area.
27. **Preliminary Water Quality Management Plan (Pre-WQMP for all Tract Maps).** A Preliminary WQMP was prepared for the proposed project site. All Pre-WQMPs were determined to be in substantial compliance, in concept, with the Riverside County 2012 WQMP Manual requirements. The following two conditions apply:
 - a. The development shall be subject to all provisions of City of Perris Ordinance Number 1194, which establishes stormwater/urban runoff management and discharge controls to improve water quality and comply with federal regulations, and any subsequent amendments, revisions, or ordinances pertaining thereto.
 - b. The structural BMPs selected for this project have been approved in concept. The owner shall submit a final WQMP including plans and details providing the elevations, slopes, and other details for the proposed structural BMPs including the bio-retention basins and self-retaining landscape. The Public Works Department shall review and approve the final WQMP text, plans and details.
28. **Riverside County Airport Land Use Commission.** The following conditions shall be satisfied in accordance with the Airport Land Use Commission (ALUC) Development Review case file ZAP1471MA21:
 - a. Any new outdoor lighting that is installed shall be hooded or shielded so as to prevent either the spillage of lumens or reflection into the sky. Outdoor lighting shall be downward facing.
 - b. The following uses/activities are not included in the proposed project and shall be prohibited at this site:
 - (i) Any use which would direct a steady light or flashing light of red, white, green, or amber colors associated with airport operations toward an aircraft engaged in an initial straight or circling climb following takeoff or toward an aircraft engaged in a straight or circling final approach toward a landing at an airport, other than a DoD or FAA-approved navigational signal light or visual approach slope indicator.
 - (ii) Any use which would cause sunlight to be reflected towards an aircraft engaged in an initial straight or circling climb following takeoff or towards an aircraft

engaged in a straight or circling final approach towards a landing at an airport.

- (iii) Any use which would generate smoke or water vapor or which would attract large concentrations of birds, or which may otherwise affect safe air navigation within the area. (Such uses include landscaping utilizing water features, aquaculture, production of cereal grains, sunflower, and row crops, composting operations, wastewater management facilities, artificial marshes, trash transfer stations that are open on one or more sides, recycling centers containing putrescible wastes, construction and demolition debris facilities, fly ash disposal, and incinerators.)
 - (iv) Any use which would generate electrical interference that may be detrimental to the operation of aircraft and/or aircraft instrumentation.
 - (v) Children's schools, day care centers, libraries, hospitals, skilled nursing and care facilities, congregate care facilities, hotels/motels, places of assembly (including, but not limited to places of worship and theaters), buildings with more than 2 aboveground habitable floors, hazardous materials and critical community infrastructure facilities.
 - (vi) Highly noise-sensitive outdoor non-residential uses. Examples of noise-sensitive outdoor nonresidential uses that are prohibited include, but are not limited to, major spectator-oriented sports stadiums, amphitheaters, concert halls, and drive-in theaters.
 - (vii) Any other uses not permitted in Accident Potential Zone II pursuant to DoDI 4165.57 Appendix 2, Table 1.
 - (viii) Other hazards to flight.
- c. Prior to issuance of any building permits, the landowner shall convey and have recorded an avigation easement to the March Inland Port Airport Authority or its successor in interested, or provide evidence that such easement has previously conveyed. The Airport Authority may waive this requirement in the event that the Authority determines that pre-existing avigation easements dedicated to the United States of America are sufficient to address its needs. Contact the March Joint Powers Authority at (951) 656- 7000 for additional information.
 - d. The attached notice shall be given to all prospective purchasers and/or tenants of the property.
 - e. The project has been conditioned to utilize underground detention systems, which shall not contain surface water or attract wildlife. Any other proposed basin would require review and approval by the ALUC. Any new detention basins or facilities shall be designed and maintained to provide for a maximum 48-hour detention period following the design storm, and remain totally dry between rainfalls. Vegetation in and around the detention basins that would provide food or cover for birds would be incompatible with airport operations and shall not be utilized in project landscaping. Trees shall be spaced

so as to prevent large expanses of contiguous canopy, when mature. Landscaping in and around the detention basin(s) shall not include trees or shrubs that produce seeds, fruits, or berries.

Landscaping in the detention basin, if not rip-rap, should be in accordance with the guidance provided in ALUC "LANDSCAPING NEAR AIRPORTS" brochure, and the "AIRPORTS, WILDLIFE AND STORMWATER MANAGEMENT" brochure available at RCALUC.ORG which list acceptable plants from Riverside County Landscaping Guide or other alternative landscaping as may be recommended by a qualified wildlife hazard biologist.

A notice sign, in a form similar to that attached hereto, shall be permanently affixed to the stormwater basin with the following language: "There is an airport nearby. This stormwater basin is designed to hold stormwater for only 48 hours and not attract birds. Proper maintenance is necessary to avoid bird strikes". The sign will also include the name, telephone number or other contact information of the person or entity responsible to monitor the stormwater basin.

- f. Noise attenuation measures shall be incorporated into the design of the office areas of the structure, to the extent such measures are necessary to ensure that interior noise levels from aircraft operations are at or below 45 CNEL.
- g. This project has been evaluated for 221,935 square feet of e-commerce warehouse area, 5,209 square feet of first floor office area, and 4,791 square feet of second floor office mezzanine area. Any increase in building area, change in use to any higher intensity use, change in building location, or modification of the tentative parcel map lot lines and areas will require an amended review to evaluate consistency with the ALUCP compatibility criteria, at the discretion of the ALUC Director.
- h. Zoned fire sprinkler systems shall be required throughout the building.
- i. March Air Reserve Base must be notified of any land use having an electromagnetic radiation component to assess whether a potential conflict with Air Base radio communications could result. Sources of electromagnetic radiation include radio wave transmission in conjunction with remote equipment inclusive of irrigation controllers, access gates, etc.
- j. The project does not propose rooftop solar panels at this time. However, if the project were to propose solar rooftop panels in the future, the applicant/developer shall prepare a solar glare study that analyzes glare impacts, and this study shall be reviewed by the Airport Land Use Commission and March Air Reserve Base.
- k. The applicant has agreed to accept a Covenant which will be recorded on the title of the property restricting the actual occupancy of the buildings to the limits of the Air Force Instruction. The project shall be in compliance with the recorded and executed Covenant, which limits building occupancy to a maximum of 25 people in any given acre in APZ-I, and 50 people in any given acre in APZ-II. The Covenant shall include the following

language:

“Covenanter has agreed to comply with the Density Restrictions and a Density Cap (both terms are defined below), by limiting occupancy of the Project to (i) one hundred thirty-nine (139) occupants (“Density Cap”) [THE DENSITY CAP WILL DECREASE IF THE SQUARE FOOTAGE OF THE BUILDING DECREASES.]; (ii) twenty-five (25) occupants in any square area measuring 208 feet by 208 feet (“Square Area”) for all Square Areas within portions of the building of the Project within APZ I, and (iii) fifty (50) occupants in any Square Area within portions of the building of the Project within APZ II. Requirement (ii) and (iii) are collectively the “Density Restrictions”, and are depicted in Exhibit B, attached hereto and incorporated herein by reference. Accordingly, any building expansion is prohibited, including an increase in building area, without further review by the City and MARB representatives, and consent and approval provided through an amendment to this covenant.”

Compliance shall be verified by City or third-party inspections and reports on a schedule agreed upon by the applicant/project operator, the City, and MARB representatives.

TPM 38393 - FINAL MAP RECORDATION

29. **Application.** The Final Map application shall be submitted to the City Engineering Department with payment of appropriate fees for review and approval concurrently with the application to the City Engineer. The Final Map application shall include all necessary road dedications, appropriate easements and street vacations.
30. **Map Recordation.** Prior to recordation of the Final Map, the developer shall obtain the following clearances, approvals or actions:
 - a. Verification from the Planning Division that all pertinent conditions of approval have been met, as mandated by the Perris Municipal Code.
 - b. The landowner shall convey an avigation easement to the March Inland Port Airport Authority. Contact the March Joint Powers Authority at (951) 656-7000.
 - c. Any other required approval from an outside agency.

Prior to Issuance of Grading Permits

31. **Precise Grading Plans.** Precise grading plans shall be submitted to the City Engineer for review and approval. Grading plans shall be consistent with approved development plans.
32. **Traffic Control Plan.** A Traffic Control Plan shall be submitted for approval to the City Engineer.
33. **Southern California Edison.** Prior to issuance of grading permits, the applicant shall contact the Southern California Edison (SCE) area service planner to complete the required forms prior to commencement of construction.

34. **Final Water Quality Management Plan (F-WQMP for all Tract Maps).** The development shall be subject to all provisions of City of Perris Ordinance Number 1194, which establishes stormwater/urban runoff management and discharge controls to improve water quality and comply with federal regulations, and any subsequent amendments, revisions, or ordinances pertaining thereto. The structural BMPs selected for this project have been approved in concept. The owner shall submit a final WQMP including plans and details providing the elevations, slopes, and other details for the proposed structural BMPs including the bio-retention basin, detention basin, self-retaining landscaping, and roof drains to vegetation. The Public Works Department shall review and approve the final WQMP text, plans and details.
35. **Mitigation Measures for Prior to Grading and during Grading.** Prior to grading permit issuance, the applicant is required to adhere to the Mitigation Monitoring and Reporting Program (MMRP) mitigation measures prior to grading and during grading.

Prior to Issuance of Building Permits

36. **Off-Site Tree Planting or Funding.** To promote the City's tree planting initiative currently underway to make Perris GREEN providing positive benefits to the local environment from air quality to shading, the developer will plant one 24 inch size tree per 5,000 square feet of building size to include irrigation lines and controllers at an off-site location to be determined by the City (i.e., City right-of-way, parks, etc.) or provide funding equivalent to such cost at the discretion of the City prior to issuance of the building permit.
37. **Building Plans.** All Planning, Public Works Administration, and Engineering Conditions of Approval shall be copied onto the approved building plans. Such conditions shall be annotated, directing the receiver to the sheet and detail(s) indicating satisfaction of the conditions. Also, the Mitigation and Monitoring Reporting Plan (MMRP) shall be listed and included with the "General Notes" on the construction drawings, and implemented in accordance with the timeline, reporting and monitoring intervals listed in the MMRP.
38. **Final Parcel Map Submittal.** Prior to the issuance of the first building permit, Tentative Parcel Map 38398 shall be submitted for Final Map approval to the City Engineering Department and be recorded with the County of Riverside, with proof of recording provided to the City Planning Division and Engineering Division. The Final Map shall conform substantially to the approved Tentative Map.
39. **March Air Reserve Base and Perris Valley Airport.** Prior to building permit issuance, in accordance with conditions of approval by the Airport Land Use Commission (ALUC) letter dated April 14, 2022 (Attached), the eleven (11) conditions of approval enumerated in the conditional approval letter shall be implemented to address the project's location within Airport Influence Area.
40. **Landscaping Plans.** Prior to issuance of building permits, three (3) copies of Construction Landscaping and Irrigation Plans shall be submitted to the Planning Division for approval accompanied by the appropriate filing fee. The plans shall be prepared by a California-registered landscape architect and conform to the requirements of Chapter 19.70 of the

Municipal Code. The location, number, genus, species, and container size of the plants shall be shown. The following treatments, consistent with the conceptual landscape plan or as conditioned herein, are required:

- a. **Water Quality Basins and Large Swales.** Tiered landscaping with mature trees (24" to 36" box) shall be planted in these areas, including berms.
 - b. **Accent Landscaping.** Large trees (24" to 36" box) shall be included in the landscape design at all driveway entrances to the project site
 - c. **Passenger Vehicle Parking Areas.** A minimum of 30% of trees shall be 36-inch box or larger in passenger vehicle parking areas. Also, a minimum of one 24-inch box tree per 6 parking stalls shall be provided.
 - d. **Street Trees.** All street trees within the public right of way on Perris Blvd., Indian Avenue and Ramona Expressway be 24-inch box size or larger, and planted a maximum of 30 feet on center within the parkway.
 - e. **Employee Amenity Areas.** Outdoor employee break areas shall be landscaped to include shade trees and shade structures architecturally similar in colors and materials to the warehouse building.
 - f. **Enhanced Pavement.** Decorative pavement treatments (accent colors, textures, and patterns) should be used for driveway entrances and pedestrian pathways.
 - g. **BMPs for Water Quality.** All BMPs (vegetated swales, detention basins, etc.) shall be indicated on the landscape plans with appropriate planting and irrigation.
 - h. **Water Conservation.** Rain sensing override devices and soil moisture sensors shall be required on all irrigation systems. Landscaping shall comply with Zoning Code Chapter 19.70 (www.cityofperris.org) for mandated water conservation.
 - i. **Maintenance.** All landscaping shall be maintained in a viable growth condition.
 - j. **Landscape Inspections.** The project applicant shall inform the on-site project manager and the landscape contractor of their responsibility to call for final landscape inspection after installation of all landscaping and irrigation system is completely operational. Before calling for a final inspection, the City's "Certificate of Compliance" form shall be completed and signed by the designer/auditor responsible for the project, and submitted to the project planner. The project planner shall sign off the "Certificate of Compliance" to signify code compliance and acceptance.
 - k. **Landscape Parkway.** A landscape parkway shall be provided along the Ramona Expressway frontage subject to Engineering, Public Works, and Planning Staff review and approval.
41. **Screen Walls and Fencing.** Decorative screen walls shall screen views into truck courts from the public right of way (Indian Avenue, Ramona Expressway, Perris Boulevard and Perry Avenue) and adjacent uses. Plans and details for the screen walls shall be included in the landscape plan check submittal package for review and approval by the Planning Division. The following shall apply:
- a. **Decorative Screen Walls.** Decorative screen walls shall be 14 feet in height with pilasters at every 100 linear feet and include a decorative cap, subject to the review and approval of the Planning Division.
 - b. **Northern Screen Wall.** The applicant shall work with staff to provide a 12 to a 14-foot-high wall along the nonconforming residence to the north.
 - c. **Gates.** All tubular steel gates in public view shall be a minimum of eight feet in height, and be screened by a high quality view-obscuring material, subject to Planning review

- and approval.
- d. **Perimeter Wrought Iron Fence.** Black, eight (8) foot high tubular steel fence with capped decorative pilasters at regular intervals shall be utilized for perimeter fencing in areas where screen walls or existing walls and fencing are not provided.
 - e. **Graffiti.** All decorative block/tilt-up screen walls shall be treated with a graffiti-resistant coat.
 - f. **Knox boxes** are required for all gates and shall be approved by the Fire Marshal and issued by the Building Division.
42. **Building Plan Requirements.** The following shall be shown on the building plan check set for Planning staff review and approval:
- a. **Charging Stations.** The applicant shall install two Electric Vehicle charging stations for light-duty vehicles, and the station locations and specifications shall be included on the building plans.
 - b. **Parking stalls** for passenger vehicles shall be striped in accordance with Chapter 19.69.030C.5b of the Zoning Code (double striping).
43. **Site Lighting Plan.** A site lighting plan shall be approved that complies with the City's Outdoor Lighting Regulations and Mount Palomar Observatory's Dark Sky Ordinance. The lighting plan shall include photometrics, fixture details and light standard elevations. High efficiency fixtures with full-cut off shields shall be used to prevent light and glare above the horizontal plane of the bottom of the lighting fixture. At least one foot-candle of light shall be provided in all parking lot and pedestrian areas for safety and security.
44. **Construction Plans.** All Planning Division and Engineering Department Conditions of Approval, proposed employee amenities, and the Mitigation Monitoring Plan shall be reproduced in full on construction drawings and grading plans, immediately following the cover sheet of such plans. Each Condition shall be annotated on the construction plans for ease of reference (i.e., sheet and detail numbers).
45. **Fees.** The developer shall pay the following fees prior to the issuance of building permits:
- a. Stephen's Kangaroo Rat Mitigation Fees of \$500.00 per acre;
 - b. Multiple Species Habitat Conservation Plan fees currently in effect;
 - c. Current statutory school fees to all appropriate school districts;
 - d. Any outstanding liens and development processing fees owed to the City;
 - e. Appropriate Road and Bridge Benefit District fees.
 - f. Perris Master Drainage Plan Fees
46. **City Assessment and Community Facilities Districts.** The project shall be annexed into any assessment, community facilities, or similar district that provides funding for maintenance, services, or public improvements that **benefit** the project. The costs and benefits shall be described in the applicable district and annexation documents. The developer shall complete all actions required to complete such annexation prior to issuance of a Certificate of Occupancy. This condition shall apply only to districts existing at the time the project is approved (or all requirements have been met for a certificate of occupancy, as applicable). Such districts may include but are not limited to the following:

1. Landscape Maintenance District No. 1;
2. Flood Control Maintenance District No. 1;
3. Maintenance District No. 84-1; and
4. North Perris Road and Bridge Benefit District

PRIOR TO THE ISSUANCE OF OCCUPANCY PERMITS:

47. **Final Inspection.** The applicant shall obtain occupancy clearance from the Planning Division by scheduling a final Planning inspection after final sign-offs from the Building Division and Engineering Department. Planning Staff shall verify that all Conditions of Approval have been met.
48. **Multipurpose Trail.** Installation of a Class I Multipurpose Trail (behind the curb) at the Ramona Expressway intersections per the Perris Bikeway Master Plan subject to the approval of the Planning Division and the City Engineer's office.
49. **Occupancy Clearance.** The applicant shall have all required paving, parking, screen walls, colors and materials (per approved elevation plans), site lighting, landscaping and automatic irrigation installed and in good condition.
50. **Off-site Landscaping Plans.** Similar to onsite landscape submittal, three copies of conceptual Construction Landscaping and Irrigation Plans shall be submitted to the Planning Division accompanied by the appropriate filing fee. These plans will be forwarded to Public Works Administration for review and approval. The landscape plans shall be prepared by a California-registered landscape architect and conform to the requirements of Chapter 19.70 of the Zoning Code. The location, number, genus, species, and container size of the plants shall be shown. This landscape plan shall be titled "LMD Conceptual Off-site Landscape Plan 17-00002" and exclude private on-site landscaping, unless intended to be included in landscape easement and annexation. The Conceptual Landscape Plan shall include but not be limited to:
 - a. **Landscape Limits** – Limits of right-of-way areas or easement areas, defined by concrete mow curb and fully dimensioned, to be annexed into the Landscape Maintenance District. A planting palette and hardscape plan intended to meet the design intent of the Landscape Guidelines in effect for the area, or if no such guidelines exist, the design intent of neighboring development as determined by the Engineering Administration and Special Districts Division.
 - b. **Irrigation** – A list of irrigation system components intended to meet the performance, durability, water efficiency, and anti-theft requirements for Special District landscape areas as determined by the Engineering Administration and Special Districts Division. Components shall include, but not be limited to Salco or GPH flexible PVC risers, an ET based controller with weather station (Hunter or equal), Sentry Guard Cable Guard and Union Guard, and backflow Wilkens Model 375 (or equal) (if one is not already in place).
 - c. **Benefit Zone Quantities** – Include a Benefit Zone quantities table (i.e., SF of planting areas, turf, number of trees, SF of hardscape, etc.) in the lower right hand corner of the cover sheet for off-site landscape areas, indicating the amount of landscaping the district will be required to maintain.
 - d. **Meters** – If landscape system will be separate from on-site meter water and power, provide new water meter and electrical service. If system is separate, system and

accounts to be turned over to landscape district, and district will assume costs for water and power. Each district is required to be metered separately. Show locations of water and electrical meter for landscape district.

End of conditions



CITY OF PERRIS

STUART E. MCKIBBIN, CONTRACT CITY ENGINEER

CONDITIONS OF APPROVAL

P8-1480

November 21, 2022

DPR 21-00011 - TPM 38393

NE Corner of Ramona Expy. & Indian Ave.

APN 302-060-041

MB 017/032

With respect to the Conditions of Approval for the above referenced project, the City of Perris requires that the developer provide the following street improvements and/or road dedications in accordance with the City of Perris Municipal Code Title 18. It is understood that the site plan correctly shows all existing and proposed easements, traveled ways, rights-of-way, and drainage courses with appropriate Q's and that their omission may require resubmittal for further consideration. These Ordinances and the following conditions are essential parts and requirements occurring in one is as binding as though occurring in all. They are intended to be complimentary and to describe the conditions for a complete design of the improvements. Unless otherwise noted, all offsite improvements as conditions shall be installed prior to issuance of any occupancy permits. All questions regarding the true meaning of the conditions shall be referred to the City Engineer's office.

In the event of a conflict between any conditions stated below, those imposed by Planning Department and others, and requirements identified in the approved Traffic Impact Analysis, the most stringent in the opinion of the City shall prevail.

General Conditions:

1. The project grading shall be in a manner to perpetuate existing natural drainage patterns. Any deviation from this, concentration or increase in runoff must have approval of adjacent property owners and City Engineer. The developer/property owner shall accept the offsite runoff and convey to acceptable outlet.

2. Prior to commencement of any construction or installation of fencing in public right-of-way, an encroachment permit shall be obtained from the City Engineer's office.

3. Site circulation shall be such that auto and truck access, circulation and parking are distinct and separate.

4. Truck access to the site shall be limited to Indian Avenue only. Truck ingress/entrance shall be from I-215/Placentia Avenue Interchange to Indian Avenue, and right-in into the site. Truck egress/exit from the site shall be right-out from Indian Avenue, to Harley Knox Boulevard and to I-215/Harley Knox Boulevard Interchange.

Truck access to and from Ramona Expressway and Perris Boulevard is prohibited.

Prior to Recordation of the Parcel Map:

5. The developer/property owner shall have approved improvement plans, executed subdivision agreement and posted securities.

6. The developer/property owner shall submit the following to the City Engineer and Riverside County Flood Control and Water Conservation District (RCFCD) for review and approval:

- a. Onsite Precise Grading Plan and Erosion Control Plan. Plans shall show the approved WDID No.
- b. Street and Storm Drain Improvement Plans
- c. Signing and Striping Plans
- d. Water and Sewer Improvement Plans
- e. Hydrology and Hydraulic Report
- f. Street Light Plans prepared by a registered Electrical Engineer per City of Perris Safety Lighting Standards
- g. Final WQMP (for reference)

The design shall be in conformance with Eastern Municipal Water District (EMWD), RCFCD, Riverside County Transportation Department, Caltrans, City of Perris and ADA most recent standards, criteria and requirements and in effect at the time of construction and shall be coordinated with the approved plans of the adjacent developments.

7. Perris Boulevard is classified as a Primary Arterial (128'/94') per the General Plan. Adequate right-of-way shall be dedicated on Perris Boulevard along the property frontage to accommodate a 64 foot half width dedicated right-of-way plus adequate right-of-way/easement to accommodate the parkway as approved by the Public Works Department.

8. Ramona Expressway is classified as an Expressway (184'/134') per the General Plan. Adequate right-of-way shall be dedicated on Ramona Expressway along the property frontage to accommodate a 92 foot half width dedicated right-of-way plus adequate right-of-way/easement to accommodate the deceleration and acceleration lanes and the parkway as approved by the Public Works Department.

9. Indian Avenue is classified as a Secondary Arterial (94'/70') per the General Plan. Adequate right-of-way shall be dedicated on Ramona Expressway along the property frontage to accommodate a 47 foot half width dedicated right-of-way.

10. Property line corner cutbacks shall be dedicated per County of Riverside Standard No. 805.

11. All easements and/or rights-of-way shall be offered for dedication to the public or other appropriate agencies and shall continue in force until the City or the appropriate agency accepts or abandons such offers. All dedications shall be free from all encumbrances as approved by the City Engineer.

12. Relinquish and waive rights of access to and from Perris Boulevard, Ramona Expressway and Indian Avenue on the Map other than the access opening as shown on the site plan.

13. The developer/property owner shall make a good faith effort to acquire required offsite property interests, and if he or she should fail to do so, the developer/property owner shall, prior to submittal of the Final Map for recordation, enter into an agreement to complete the improvements. The agreement shall provide for payment by the developer/property owner of all costs incurred by the City to acquire the offsite property interests required in connection with the subdivision. Security of a portion of these costs shall be in the form of a cash deposit in the amount given in an appraisal report obtained by the developer/property owner (at developer/property owner cost). The appraiser shall be approved by the City prior to commencement of the appraisal.

14. The following statement shall be added to the Map:

"Notice of drainage fees" Notice is hereby given that this property is located in the Perris Valley Area Drainage Plan which was adopted by the City of Perris pursuant to Ordinance and Section 66483, et seq, of the Government Code and that said property is subject to fees for said drainage area. Notice is further given that, pursuant to Ordinance 13-01, payment of the drainage fees shall be paid to the City of Perris prior to issuance of the building permit for the map, and that the property owner

prior to issuance of the building permit, shall pay the fee required at the rate in effect at the time of issuance of the actual permit.

15. The developer/property owner shall sign the consent and waiver form to join the City's Lighting and Landscape Districts and City's Flood Control District as appropriate. The proposed streetlights and traffic signals shall be maintained by the City and cost paid by the developer/property owner through the said annexation.

Prior to Issuance of Grading Permit:

16. The developer/property owner shall adhere to the following design criteria for construction of Line E of the Perris Valley Master Drainage Plan facility: an underground Reinforced Concrete Box (RCB) to collect runoff discharged from the existing drainage facility to the west and convey the flows through the property to Perris Boulevard. As an interim measure to dewater the RCB, a low flow pump lift station shall be required on the west side of Perris Boulevard to discharge the runoff to the existing storm drain located within Perris Boulevard.

The project is eligible for Riverside County Flood Control and Water Conservation District (RCFCD) Area Drainage Plan (ADP) fee credit for installation of Line E to offset the project's drainage fee obligation only. The developer/property owner has offered to not seek further credit for the construction of Line E beyond its fee obligation.

17. A storm drain easement shall be recorded as part of the map process.

18. The driveway on Perris Boulevard shall be designated to auto access only and shall be restricted to right-in/right-out only. Adequate separation shall be provided between this driveway and the existing driveway to the south as approved by the City Engineer.

19. The driveway on Ramona Expressway shall be designated to auto access only and shall be restricted to right-in/right-out only.

A deceleration lane shall be provided on Ramona Expressway at the driveway; the width and length as determined by the project's Traffic Engineer as approved by the City engineer.

20. The driveway on Indian Avenue shall be designated to truck access only and shall be restricted to right-in/right-out only.

21. The driveways shall be per County of Riverside Standard No. 207A and shall include wet set concrete truncated domes in compliance to ADA standards and requirements.

22. The developer/property owner shall submit the following to the City Engineer and RCFCD for review and approval:

- a. Onsite Precise Grading Plan and Erosion Control Plan. Plans shall show the approved WDID No.
- b. Street and Storm Drain Improvement Plans
- c. Signing and Striping Plans
- d. Hydrology and Hydraulic Report
- e. Street Light Plans prepared by a registered Electrical Engineer per City of Perris Safety Lighting Standards
- f. Final WQMP (for reference)

The design shall be in conformance with Eastern Municipal Water District (EMWD), RCFCD, Riverside County Transportation Department, Caltrans, City of Perris and ADA most recent standards, criteria and requirements and in effect at the time of construction and shall be coordinated with the approved plans of the adjacent developments.

23. The developer/property owner shall pay the City \$150,000 for their contribution to I-215/Ramona Expressway Interchange and I-215/Harley Knox Boulevard Interchange and other improvements. This one-time contribution is above and beyond DIF, TUMF, RBBB and other City fees, and is not reimbursable.

Prior to Issuance of Building Permit:

24. The project site is located within the limits of Perris Valley Area Drainage Plan (ADP) for which drainage fees have been adopted by City. Drainage fees shall be set forth under the provisions of the "Rules and Regulations of Administration of Area Drainage Plan". Acreage for the project site's impervious area shall be provided.

25. Water and Sewer Improvement Plans, per Fire Department and Eastern Municipal Water District (EMWD) standards, shall be submitted to the City Engineer for review and approval.

26. Fire Department and EMWD approvals of the Water Improvement Plans are required prior to City Engineer's approval.

27. Paved access shall be provided to the proposed building per the Precise Grading Plan.

28. The developer/property owner shall submit a compaction certification from the Soils Engineer in compliance with the approved geotechnical/soils report.

Prior to Issuance of Certificate of Occupancy:

29. Ramona Expressway (Expressway - 184'/134') along the property frontage within the dedicated right-of-way shall be improved to provide for a deceleration lane, width and length as determined by the project Traffic Engineer as approved by the City Engineer, asphalt paving (using a TI of 11.0 and PG 70-10), 8 inch curb and gutter and Class I Shared Use Path per the Active Transportation Plan and streetlights subject to the photometric analysis, per City of Perris, County of Riverside and Caltrans standards.

30. Indian Avenue (Secondary Arterial - 94'/70') along the property frontage within the dedicated right-of-way shall be improved to provide for a 6 foot wide sidewalk and streetlights subject to the photometric analysis, per City of Perris, County of Riverside and Caltrans standards.

31. The conditions of the existing pavement on Perris Boulevard, Ramona Expressway and Indian Avenue along the property frontage shall be evaluated by the developer/property owner to determine the extent of pavement rehabilitation as approved by City Engineer. If the existing pavement is in good condition, the developer/property owner may use grind and overlay technique as determined by the City Engineer.

32. The developer/property owner shall provide for utility trench surface repair as directed by the City Engineer.

33. Associated existing signing and striping shall be refreshed and any appurtenances damaged or broken during the development of this project shall be repaired or removed and replaced by the developer/property owner to the satisfaction of the City Engineer. Any survey monuments damaged or destroyed shall be reset by qualified professional pursuant to the California Business and Professional Code 8771.

Stuart E. McKibbin
Contract City Engineer



CITY OF PERRIS

PUBLIC WORKS DEPARTMENT

Weed Abatement

NPDES Services

Flood Control and Landscape Districts

MEMORANDUM

Date: November 19, 2021

To: Matthew Evans, Project Planner

From: Michael Morales, CIP Manager

By: Chris Baldino, Landscape Inspector *CB*

Subject: DPR 21-00011 – Conditions of Approval

Proposal to construct a 232,637 square foot industrial building on 17.7 acres within the Perris Valley Commerce Center Specific Plan area on Ramona Expressway and Indian Ave.

-
- Dedication and/or Landscape Maintenance Easement.** Offer of Dedication and Landscape Maintenance Easement for City landscape maintenance district shall be provided as follows:
 - **Ramona Expressway** - Provide offer of dedication as needed to provide for full half width Street, (184' ROW (92' halfwidth), curb gutter, median, Class 1 shared use path, sidewalk and off-site landscaping requirements, per City General Plan, including minimum 25' public parkway from face of curb.
 - **Indian Ave** - Provide offer of dedication as needed to provide for full half width Street, (94' ROW (47' halfwidth), curb gutter, median, sidewalk and off-site landscaping requirements, per City General Plan, including minimum 12' public parkway from face of curb.
 - **Perris Boulevard** - Provide offer of dedication as needed to provide for full half width Street, (128' ROW (64' halfwidth), curb gutter, median, sidewalk and off-site landscaping requirements, per City General Plan, including minimum parkway, plus an additional 3' easement totaling a 20' public parkway from face of curb to match the existing development south along Perris Blvd.
 - Landscape Maintenance Easement and Landscape Easement Agreement.** The developer shall provide, for review and approval, an Offer of Dedication and certificate of acceptance, complete with legal plat map and legal description to the City of Perris. In addition, if required by the City of Perris, the Developer shall provide a landscape easement and Landscape easement agreement, acceptable to the City of Perris. The City shall record the same with the Riverside County Recorder's Office, and the recorded instrument shall be returned to the City Clerk of the City of Perris for filing.
 - Landscaping Plans.** Three (3) copies of Construction Landscaping and Irrigation Plans for the off-site landscaping, including any medians or other landscape areas along the dedications shall be submitted to the Planning Department for approval and shall be accompanied by the appropriate filing fee. The landscape and irrigation plan shall be prepared by a registered landscape architect and conform to the requirements of Chapter 19.70 of the Municipal Code. The location, number, genus, species, and container size of the plants

shall be shown. This landscape plan shall be titled "Off-site Landscape Plan for DPR 21-00011" and shall be exclusive of any private property, on-site landscaping. Elements of the Landscape Plan shall include but not be limited to:

- a. **Landscape Limits** – Limits of right-of-way areas or easement areas, defined by concrete mow curb, fully dimensioned, that are to be annexed into the Landscape Maintenance District. A planting palette and hardscape plan intended to meet the design intent of the Landscape Guidelines in effect for the area; or if no such guidelines exist the design intent of neighboring development, as determined by the Engineering Administration and Special Districts Division, including:
 - **Ramona Expressway** – Per 6.0-13 Streetscape Landscape design guidelines and planting pallet for Expressway and figure 6.0-3 of the PVCCSP for sizing and spacing requirements. Planting will complement the planting pallet west of this project along Ramona Expressway prior to Indian Ave. Primary trees: Platanus acerifolia London plane tree, secondary tree Lagerstroemia Indica Tonto Crape Myrtle, Olea Europaea Majestic Beauty Fruitless olive multi trunk in alternating Groups of three. Use of drought resistant shrubs and ground cover including but not limited to the following: Callistemon Viminalis Dwarf weeping bottle brush, Grevillea Noellii Noel Grevillea, Officinalis rosemarinus Hunting Carpet rosemary, Tulbaghia Violagea Tricolor Society Gralic.
 - **Ramona Expressway median** - The proposed development will benefit from the existing landscape maintenance district facilities, including a raised landscape median on Ramona Expressway which will serve the existing development. Therefore, the project shall annex into a new Landscape District Benefit Zone and pay its fair share of the maintenance of the existing median facilities.
 - **Indian Ave.** – Per 6.0-16 Streetscape Landscape design guidelines and planting pallet for Secondary Arterial and figure 6.0-6 of the PVCCSP for sizing and spacing requirement. Planting will consist of the following: Primary Tree Brachychiton populneua Bottle Tree, secondary tree Lagerstroemia indica Tuscarora Crape Myrtle. Use of drought resistant shrubs and ground cover including but not limited to the following: Lantana camara Patriot Rainbird compact lantana, Lantana New Gold, Rraphiolepis umbellate Dwarf Yedda Hawthorn, Muhlenbergia lindheimeri Lindheimers's Muhly.
 - **Indian Ave. Median** - The proposed development will benefit from the existing landscape maintenance district facilities, including a raised landscape median on Indian Ave which will serve the existing development. Therefore, the project shall annex into a new Landscape District Benefit Zone and pay its fair share of the maintenance of the existing median facilities
 - **Perris Blvd.** – Per 6.0-14 Streetscape Landscape design guidelines and planting pallet for Arterial and figure 6.0-4 of the PVCCSP for sizing and spacing requirement. Planting will consist of the following: Primary Tree Ulmus parvifolia Chinese elm, secondary tree Lagerstroemia indica Tuscarora Crape Myrtle, Olea eropaea Majastic beauty fruitless Olive. Use of drought resistant shrubs and ground cover including but not limited to the following: Grevillea Noell Grevillea, Lantana New Gold, Nandina domestica Woods Dwarf Heavenly Bamboo, Officinalis Rosmarinus Huntington Carpet Rosemary, Tulbaghia Violacea Tricolor Society Garlic, achelospermum Jasminoides Variegated Star Jasmine.
 - **Perris Blvd. Median** - The proposed development will benefit from the existing landscape maintenance district facilities, including a raised landscape median on Perris Blvd. which will serve the existing development. Therefore, the project shall annex into a new Landscape District Benefit Zone and pay its fair share of the maintenance of the existing median facilities
- b. **Irrigation** – A list of irrigation system components intended to meet the performance, durability, water efficiency, and anti-theft requirements for Special District landscape areas as determined by the Engineering Administration and Special Districts Division. Components shall include, but not be limited to Salco or equal on flexible PVC risers, Sentry Guard Cable Guard and Union Guard, and backflow Wilkens

Model 375 (or equal). Controller shall include an ET based controller with weather station that is centrally controlled capable and wi-fi ready (WeatherTrak ET Pro3 Smart Controller, or equal, with Rain Sensor). At the discretion of the Engineering Administration and Special Districts Division public landscape areas utilizing no more than 6 valves/stations, programmed to irrigate consecutively, and none simultaneously, may propose the use of an alternative ET based controller with weather station that is centrally controlled capable and wi-fi ready, such as the Weathermatic System or equal. Proposed system shall be complete with wireless weather station, aircard with flow, one year bundle service, blade antenna and flow sensor.

- c. **Benefit Zone Quantities** – Include a Benefit Zone quantities table (i.e. SF of planting areas, turf, number of trees, SF. of hardscape, etc.) in the lower right hand corner of the cover sheet for off-site landscape areas, indicating the amount of landscaping the district will be required to maintain.
- d. **Meters** – Each District is required to be metered separately. All electrical and water meters shall be located in locations that are easily accessible to maintenance staff while not visually obtrusive in the street scene and away from street intersections. Show location of separate water and electrical utility meters intended to serve maintenance district areas exclusively. Show locations of water and electrical meter for landscape district. Show location of water and electrical meter for flood control district. Show location of electrical meter for Traffic signal and street lighting district, on respective plans. Coordinate location of meters on landscape and civil engineering plan.
- e. **Controllers** - The off-site irrigation controllers are to be located within the right of way (preferably within the off-site landscape area). All point of connection equipment including irrigation controller pedestals, electrical meter pedestals, and backflow preventers are to be located in locations that are easily accessible to maintenance staff while not visually obtrusive in the street scene, and away from street intersections. Backflow preventers are to be screened on at least three sides with (5) gallon plant material. The fourth side shall be open to the back of the landscape area in order to allow the backflow cage to be opened without interference with plant materials. Backflow cages shall meet the required City of Perris Engineering Standards in effect at the time of approval.
- f. **Recycled Water** - If applicable. The project landscape architect shall coordinate with EMWD to verify if the site will be served with recycled water and design all irrigation and landscape plans to meet the requirements of EMWD and provide additional irrigation components as needed.
- g. **EMWD Landscape Plan Approval** – The project landscape architect shall submit a copy of all irrigation plans and specifications to EMWD for approval. The project landscape architect must confirm with EMWD that the plans have been approved by EMWD and submit written proof of approval by EMWD prior to the City approving the final Landscape Plans. Until the final landscape plan has been approved by the City of Perris, the maintenance areas depicted cannot be accepted by the City for maintenance. The developer shall coordinate both reviews to ensure acceptability of plans by both EMWD and the City of Perris, prior to approval by either agency.
- h. **Landscape Weed Barrier** - Weed cloth with a minimum expected life of 10-years shall be required under all gravel, rock, or cobble areas.
- i. **Wire Mesh and Gravel at Pull Boxes**- Provide wire mesh and gravel layer within valve boxes to prevent

rodent intrusion.

- j. **Concrete Maintenance Band at Medians and Mortar Cobble turn Land** – Provide 12" wide concrete maintenance band (safety edge) around entire median. At turn pockets provide mortared cobble creek bed, round stone sized 6" to 12".
- k. **Perimeter Walls Graffiti Coating** – Provide anti-graffiti coating at all perimeter walls. Acceptable products shall include Vitroceem Anti-Graffiti Coating or equal.
4. **Landscape Inspections.** The project applicant shall inform the on-site project manager and the landscape contractor of their responsibility to call for only "OFF-SITE" landscape and irrigation inspections at the appropriate stages of construction. Inspections shall be scheduled at least two-working days (Monday through Friday) prior to actual inspection. Contact Public Works-Engineering Administration/Special Districts at (951) 657-3280 to schedule inspections.
- **Inspection #1** - Trenches open, irrigation installed, and system pressurized to 150 PSI for four hours.
 - **Inspection #2** - Soil prepared, and plant materials positioned and ready to plant.
 - **Inspection #3** - Landscaping installed, irrigation system fully operational, and request for "Start of 1 year Maintenance Period" submitted, with all required turn-over submittal items provided to Public-Works Engineering Administration/Special Districts.
 - **Turn-Over Inspection**– On or about the one-year anniversary of Inspection #3, Developer shall call for an inspection to allow the City to review and identify any potential irrigation system defects, dead plants, weed, debris or graffiti; stressed, diseased, or dead trees; mulch condition, hardscape or other concerns with the landscape installation; or to accept final turn over of the landscape installation. At his sole expense, the Developer shall be responsible for rectifying system and installation deficiencies, and the one-year maintenance period shall be extended by the City until all deficiencies are cured to the satisfaction of the City. If in the opinion of the City's Landscape Inspector the landscape installation is in substantial compliance with the approved landscaping plans, the irrigation and communication system is functioning as intended, and the landscape installation is found to be acceptable to the City, then the Inspector shall recommend to the City's Special District Coordinator to accept turn-over of water and electrical accounts, wi-fi communication contracts and the entire landscape installation.
5. **One Year Maintenance and Plant Establishment Period**-The applicant will be required to provide a minimum of a one (1) year maintenance and plant establishment period, paid at the sole expense of applicant. This one-year maintenance period commences upon the successful completion of Inspection #3 discussed above, and final approval by the City. During this one-year period the applicant shall be required to maintain all landscape areas free of weeds, debris, trash, and graffiti; and keep all plants, trees, and shrubs in a viable growth condition. Prior to the start of the one-year maintenance period, the Developer shall submit a weekly Landscape Maintenance Schedule for the review and approval by the City's Special Districts Division. City shall perform periodic site inspections during the one-year maintenance period. The purpose of these periodic inspections is to identify any and all items needing correction prior to acceptance by the City at the conclusion of the one-year maintenance period. Said items needing correction may include but are not limited to: replacement of dead or diseased plant materials, weeding, replenishment of mulches, repair of damaged or non-functioning irrigation components, test of irrigation controller communications, etc. During this period, the City shall begin the annual assessment of the benefit zone in preparation for the landscape installation turn-over to City maintenance staff.

6. **Street/Off-Site Improvements.** The applicant shall submit street improvement plans, accompanied by the appropriate filing fee to the City Engineering Department. Details of treatments off-site improvements, including lighting shall meet both the City Engineer's Design Guidelines, and the additional requirements of the Engineering and Special Districts Division. Components shall include, but not be limited to:
- a. **Street Lighting-**If Street lighting is required, lighting shall meet the type, style, color and durability requirements, necessary for energy efficiency goals, maintenance and longevity of improvements of the City Engineer's Office. As determined by the City, new streetlights may be required to be deeded to City of Perris, and not SCE. Street lights deeded to City of Perris shall be constructed per LS-3 account billing standard, which shall include an individually metered pedestal for streetlights.
 - b. **Acceptance By Public Works/Special Districts-** Lighting District facilities required by the City Engineer's Office shall be installed and fully operational and approved by final inspection by the City Engineer's Office, and the City's Consulting Traffic Signal Inspection Team (Riverside County TLMA) at (951) 955-6815. Prior to acceptance for maintenance of "Off-site" traffic signal and lighting facilities by the Public Works-Engineering and Administration Division/Special Districts, the developer shall contact the Public Works Special Districts Division at (951) 657-3280 to schedule the delivery of all required turn-over submittal items. Prior to acceptance into Lighting District 84-1, coordinate turn-over information pertaining to Street Lights, and Traffic Signal Electrical/SCE Service Meters with Wildan Financial Services, the City's Special Districts Consulting Firm at (951) 587-3564. (i.e. Provide electrical meter number, photo of pedestal, and coordinate "request for transfer of billing information" with SCE and City for all new service meters). Developer shall pay 18-month energy charges to the City of Perris for all off-site street lighting. Call Wildan Financial Services, Inc. for amount due, and to obtain receipt for payment. Obtain and provide a clearance form from Riverside County TLMA indicating completion of all punch list items from traffic signal construction. Submit one large format photo-copy of Traffic Signal as-built plans and timing sheets.
7. **Water Quality Management Plans.** The applicant shall submit a Preliminary and Final WQMP, accompanied by the appropriate filing fee to the Planning Department and City Engineering Department, respectively. Details for treatment control facilities shall meet both the Riverside County WQMP Design Guidelines, and the additional requirements of the Engineering and Special Districts Division intended to reduce long term maintenance costs and longevity of improvements. Components shall include, but not be limited to:
- **Storm Drain Screens-**If off-site catch basins are required by the City Engineer's Office, connector pipe screens shall be included in new catch basins to reduce sediment and trash loading within storm pipe. Connector pipe screens shall the type, style, and durability requirements of the Public Work's Engineering Administration and Special Districts Division.
 - **WQMP Inspections-** The project applicant shall inform the on-site project manager and the water quality/utilities contractor of their responsibility to call for both "ON-SITE" and OFF-SITE" WQMP Inspections at the appropriate stages of construction. Contact CGRM at (909) 455-8520 to schedule inspections.
 - **Acceptance By Public Works/Special Districts-**Both on-site and off-site flood control/water quality facilities required for the project, as depicted in the Final WQMP, shall be installed and fully operational, and approved by final inspection by the City's WQMP Consultant, CGRM. The Developer shall obtain a final Clearance Letter from CGRM indicating compliance with all applicable Conditions of Approval for the approved WQMP. The developer shall deliver the same to the Public Works-Engineering and Administration Division/Special Districts. In addition, prior to acceptance by the City, the developer shall submit a Covenant and Agreement describing on-going maintenance responsibilities for on-site

facilities per the approved WQMP, to the Public Works Engineering Administration and Special Districts Division. The Public Works Engineering Administration and Special Districts Division will review and approve the Covenant and Agreement. The City shall record the same with the Riverside County Recorder's Office, and the recorded instrument shall be returned to the City Clerk of the City of Perris for filing.

8. **Flood Control District #1 Maintenance Acceptance.** Flood Control District facilities required by the City Engineer's Office shall be installed and fully operational, and approved by final inspection by the City Engineer's Office. Prior to acceptance for maintenance of "Off-site" flood control facilities by the Public Works-Engineering and Administration Division/Special Districts the developer shall contact the Public Works Special Districts Division at (951) 657-3280 to schedule the delivery of all required turn-over submittal items including as-built storm drain plans in electronic PDF format, one large format photo-copy of as-built plans, storm drain video report in electronic format, and hardcopy of video report with industry standard notations and still photos made during video runs (i.e. facilities sizes, off-sets or damage, facility type, dirt and debris, etc.). The flood control facilities shall be turned over in a condition acceptable to the City, and the developer shall make all necessary repairs and perform initial maintenance to the satisfaction of the City.

9. **Assessment Districts.** Prior to permit issuance, developer shall deposit \$5,250 per district, \$15,750 total due. Payment is to be made to the City of Perris, and the check delivered to the City Engineer's Office. Payment shall be accompanied by the appropriate document for each district indicating intent and understanding of annexation, to be notarized by property owner(s):
 - **Consent and Waiver for Maintenance District No. 84-1** - New street lighting proposed by the project, as determined by the City Engineer
 - **Consent and Waiver for Landscape Maintenance District No. 1** – New off-site parkway landscape and shared use path proposed by the project and pay its fair share of the maintenance for the existing medians on Ramona Expressway, Indian Ave, and Perris Blvd.
 - **Petition for Flood Control Maintenance District No. 1** -For Off-site Flood Control Facilities proposed by the project, as determined by the City Engineer.
 - Original notarized document(s) to be sent to:
Daniel Louie
Wildan Financial Services
27368 Via Industria, #200
Temecula, CA 92590
 - a. Prior to final map recordation or final certificate of occupancy the developer shall annex into the aforementioned districts, posting an adequate maintenance performance bond to be retained by the City as required by the City Engineer. Upon receipt of deposit and Consent and Waiver Forms, the developer shall work with City to meet all required milestones for annexations.
 - i. City prepares the Engineer's Reports which includes a description of the improvements to be maintained, an annual cost estimate and annual assessment amounts.
 - ii. Reports are reviewed and approved by the property owner. The assessment ballots will be based on these Reports.

- iii. The Reports and corresponding resolutions are placed, for approval, on the City Council Meeting Agenda. City Council action will include ordering the assessment ballots and setting a Public Hearing for no sooner than 45 days. Property owner attendance at this City Council Meeting is not required.
- iv. The assessment ballots are sent to the property owner and are opened by the City Clerk at the close of the Public Hearing. With a "YES" vote by the property owner the City Council can move forward with the Resolution that Confirms the Annexation. Property owner attendance at this Public Hearing is not required.
- v. Confirmation by the City Council completes the annexation process, and the condition of approval has been met

SRC COMMENTS
***** BUILDING & SAFETY *****

Planning Case File No(s): DEVELOPMENT PLAN REVIEW #21-00011

Case Planner: Mary Blais 951-943-5003

Applicant: Nick Johnson

Location:

Project: Proposal to construct a 232,637 SF Industrial Building

APN(s):

Reviewed By: David J. Martinez, CBO

Date: 08-18-2022

BUILDING AND SAFETY CONDITIONS

1. Shall comply with the latest adopted State of California 2019 editions of the following codes as applicable:
 - A. 2019 California Building Code
 - B. 2019 California Electrical Code
 - C. 2019 California Mechanical Code
 - D. 2019 California Plumbing Code
 - E. 2019 California Energy Code.
 - F. 2019 California Fire Code
 - G. 2019 California Green Building Standards Code.
2. You will be required to provide proper fire access to the entire site.
3. The proposed development will have to comply with the new EV charging station regulations.
4. You will have to comply with the Title 24 and ADA Access regulations for the complex,
5. The proposed structures will have to have fire sprinklers
6. The proposed structure can not be built across any property lines. The parcels will have to be consolidated prior to the issuance of any building permits.
7. If the proposed development plans are submitted for plan review on or after January 1, 2023 the development will have to comply with the 2022 editions of the California Codes.

PRIOR TO ISSUANCE OF BUILDING/CONSTRUCTION PERMITS

1. The following items shall be completed and/or submitted as applicable – prior to the issuance of building permits for this project:
 - A. Precise grading plans shall be approved
 - B. Rough grading completed
 - C. Compaction certification
 - D. Pad elevation certification
 - E. Rough grade inspection signed off

FIRE CONDITIONS: To Be provided by Dennis Grubb



Dennis Grubb and Associates, LLC

Assisting Cities Build Safe Communities

Fire Department Development Review Comments

April 21, 2022

City of Perris
Attn: Mathew W. Evans
135 N. D Street
Perris, CA 92570-2200

Subject: Development Plan Review for DPR21-00011/SPA21-05193

As requested, a review of the subject property was completed. The following fire conditions shall apply:

1. The project shall comply with all requirements set forth by the California Code of Regulations Title 24 Parts 1-12 respectively.
2. The adopted edition of the California Code of Regulations, Title 24, Parts 1 through 12, and the Perris Municipal Code shall apply at the time the architectural plans are submitted for construction permits.
3. The private underground fire-line system shall be a looped design.
4. The private underground fire-line system shall have indicating sectional valves for every five (5) appurtenances.
5. A minimum of two points of connection to the public water shall be provided for the private fire-line water.
6. Prior to the to the issuance of a grading permits, evidence of sufficient fire flow of 4,000 GPM for 4 hours shall be provided to the City of Perris. The City of Perris Building and Fire Marshal Water Available/Fire Flow Form shall be utilized.
7. A fire department access road complying with the CFC, Chapter 5 and the approved fire department access plans shall be installed prior to building construction.
8. All required fire hydrants shall be installed and operational prior to building construction. All fire hydrants shall remain operational during construction.
9. All required fire hydrants shall be readily visible and immediately accessible. A clear space of not less than 3-feet shall be maintained at all times.

10. The Fire Department Connection (FDC) shall be located within 150 feet of a public fire hydrant. The fire hydrant shall be on the same side of the street. A vehicle access roadway/approach shall not be placed between the FDC and fire hydrant.
11. Prior to construction a temporary address sign shall be posted and clearly visible from the street.
12. The permanent building address shall be provided and either internally or externally lighted during hours of darkness. The address shall be clearly visible from the street fronting the property and comply with California Fire Code Section 505.1 for size and color.
13. City of Perris approval shall be obtained prior to the storage and/or use of hazardous materials as defined by the California Fire Code.
14. The building shall be provided with an automatic fire sprinkler system in accordance with NFPA 13. Construction plans shall be submitted for review and approval to the City of Perris prior to installation.
15. Prior to building final, the building shall be provided with a Knox Lock key box located no more than seven-feet above the finished surfaced and near the main entrance door.
16. Prior to the issuance of a Certificate of Occupancy the building shall be provided with an emergency radio communication enhancement system. The emergency radio communication enhancement system shall meet the requirements of CFC § 510 and all applicable subsections. The system shall be installed and inspected by the City of Perris Building Department before the Certificate of Occupancy is issued. The requirement can be waived by the Fire Marshal if the building is evaluated by an Emergency Radio Communication Specialist license by FCC, who certifies the building meets the emergency communications capability as specified by the California Fire Code § 510. The certification shall be in the form of a written report which outlines the analysis used in determining the building meets the emergency communications without an enhancement system.

Respectfully,



Dennis J. Grubb, CFPE



CITY OF PERRIS
COMMUNITY SERVICES

MEMO

Date: February 7, 2023

To: Matthew Evans, Project Planner

From: Sabrina Chavez, Director of Community Services

Cc: Arcenio Ramirez, Assistant Director of Community Services
Arturo Garcia, Parks Manager
Joshua Estrada, Parks Coordinator

Subject: Development Plan Review 21-00011 A proposal to construct a 232,637 sq. ft. industrial building on 17.7 acres; and Specific Plan Amendment 21-05193 – a proposal to amend the Perris Valley Commerce Center to allow a re-zone of 17.7 acres of Commercial (C) to Light Industrial (LI) to facilitate construction of the 232,637 square foot industrial building – Comments

Community Services Staff reviewed DPR 21-00011 and SPA 21-05193 and offer the following comment(s):

Development Impact Fees

- The Project is subject to payment of Industrial Park Development Impact Fees.
- The Project is subject to payment of Residential Park Development Impact Fees.
- This Project is subject to payment of Public Art Development Impact Fees.

Special Districts

- The project shall annex into the Community Facilities District No. 2018-02 (Public Services)

ATTACHMENT 3

Project Plans

**(Site Plan, Tentative Parcel Map,
Building Elevations, and Conceptual
Landscape Plan) - Informational Purpose**



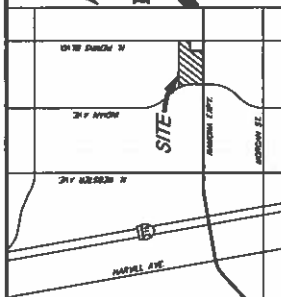
INDIAN AVENUE RENDERING

RGGA

Office of Architectural Design
15214 Indian Avenue, Suite 100
Plover, WI 53153
T: 414-341-0020
F: 414-341-0022

IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
TENTATIVE PARCEL MAP 38393
RAMONA E-COMMERCE PARK

T.45, R.3W, SEC. 6
 SDH & ASSOCIATES, INC.
 MARCH 2022



OWNER/APPLICANT
 SDH & ASSOCIATES, INC.
 7745 W. 14TH ST.
 PERRIS, CA 92570

ENGINEER
 SDH & ASSOCIATES, INC.
 7745 W. 14TH ST.
 PERRIS, CA 92570

TOPOGRAPHY SOURCE
 Aerial photography furnished by:
 Aerialcam.com

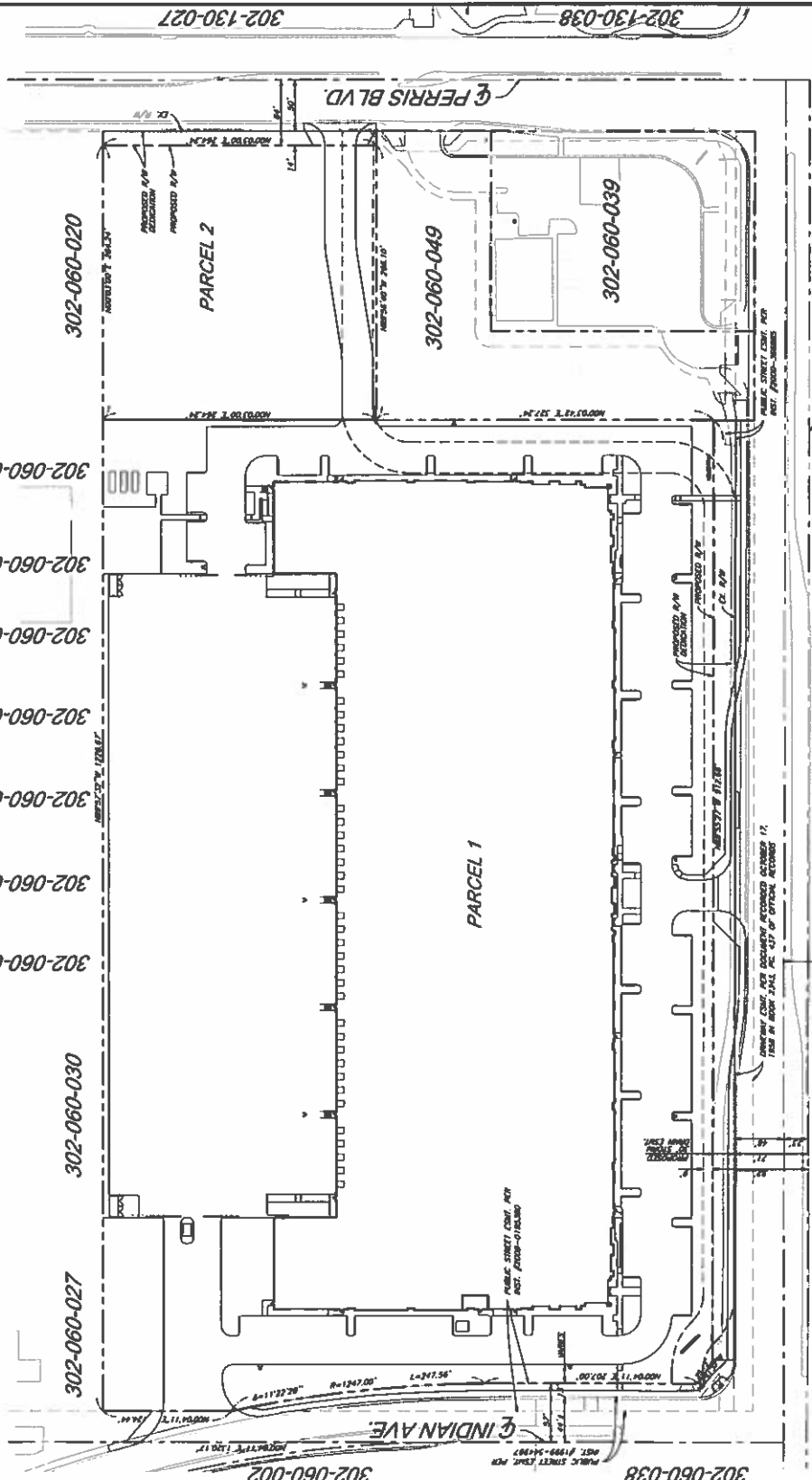
PARCEL INFO
 GROSS EXISTING PARCEL: 60,340 S.F. (1.38 AC.)
 GROSS EXISTING PARCEL: 57,544 S.F. (1.31 AC.)
 NET PROPOSED PARCEL 1: 55,544 S.F. (1.26 AC.)
 NET PROPOSED PARCEL 2: 20,796 S.F. (0.48 AC.)

LEGAL DESCRIPTION
 THE LAND HEREIN IS PART OF THE 1/4 SECTION 6, T.45N., R.3W., SEC. 6, S.D.H. & ASSOCIATES, INC. PARCEL MAP 38393, AS RECORDED IN PUBLIC RECORDS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, BOOK 17, PAGE 17. THE LAND IS PART OF THE 1/4 SECTION 6, T.45N., R.3W., SEC. 6, S.D.H. & ASSOCIATES, INC. PARCEL MAP 38393, AS RECORDED IN PUBLIC RECORDS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, BOOK 17, PAGE 17. THE LAND IS PART OF THE 1/4 SECTION 6, T.45N., R.3W., SEC. 6, S.D.H. & ASSOCIATES, INC. PARCEL MAP 38393, AS RECORDED IN PUBLIC RECORDS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, BOOK 17, PAGE 17.

LEGEND
 PROPOSED R/W
 EXISTING R/W
 PROPOSED PROPERTY LINE
 PROPOSED EASEMENT
 EXISTING EASEMENT
 CONDUIT
 CURB AND GUTTER



SCALE 1"=50'



RAMONA EXPRESSWAY

		PREPARED BY: NAME: SDH & ASSOCIATES, INC. DATE: MARCH 2022	
TITLE SHEET TENTATIVE PARCEL MAP 38393 RAMONA E-COMMERCE PARK		SHEET NO. 1 OF 1 SHEET	
SCALE: 1"=50'		SHEET NO. 1 OF 1 SHEET	
PREPARED BY: NAME: SDH & ASSOCIATES, INC. DATE: MARCH 2022		SHEET NO. 1 OF 1 SHEET	
SCALE: 1"=50'		SHEET NO. 1 OF 1 SHEET	
SHEET NO. 1 OF 1 SHEET		SHEET NO. 1 OF 1 SHEET	

PROJECT: RAMONA EXPRESSWAY / INDIAN AVENUE E-COMMERCE PARK
0000 RAMONA EXPRESSWAY
CITY OF PERRIS, CA

JM REALTY
330 PINE AVE. SUITE 100
PERRIS, CA 92570
OWNER'S ARCHITECT

NO.	DATE	DESCRIPTION
1	08/14/18	ISSUED FOR PERMITS
2	08/14/18	ISSUED FOR PERMITS
3	08/14/18	ISSUED FOR PERMITS
4	08/14/18	ISSUED FOR PERMITS
5	08/14/18	ISSUED FOR PERMITS
6	08/14/18	ISSUED FOR PERMITS
7	08/14/18	ISSUED FOR PERMITS
8	08/14/18	ISSUED FOR PERMITS
9	08/14/18	ISSUED FOR PERMITS
10	08/14/18	ISSUED FOR PERMITS
11	08/14/18	ISSUED FOR PERMITS
12	08/14/18	ISSUED FOR PERMITS
13	08/14/18	ISSUED FOR PERMITS
14	08/14/18	ISSUED FOR PERMITS
15	08/14/18	ISSUED FOR PERMITS
16	08/14/18	ISSUED FOR PERMITS
17	08/14/18	ISSUED FOR PERMITS
18	08/14/18	ISSUED FOR PERMITS
19	08/14/18	ISSUED FOR PERMITS
20	08/14/18	ISSUED FOR PERMITS
21	08/14/18	ISSUED FOR PERMITS
22	08/14/18	ISSUED FOR PERMITS
23	08/14/18	ISSUED FOR PERMITS
24	08/14/18	ISSUED FOR PERMITS
25	08/14/18	ISSUED FOR PERMITS
26	08/14/18	ISSUED FOR PERMITS
27	08/14/18	ISSUED FOR PERMITS
28	08/14/18	ISSUED FOR PERMITS
29	08/14/18	ISSUED FOR PERMITS
30	08/14/18	ISSUED FOR PERMITS
31	08/14/18	ISSUED FOR PERMITS
32	08/14/18	ISSUED FOR PERMITS
33	08/14/18	ISSUED FOR PERMITS
34	08/14/18	ISSUED FOR PERMITS
35	08/14/18	ISSUED FOR PERMITS
36	08/14/18	ISSUED FOR PERMITS
37	08/14/18	ISSUED FOR PERMITS
38	08/14/18	ISSUED FOR PERMITS
39	08/14/18	ISSUED FOR PERMITS
40	08/14/18	ISSUED FOR PERMITS
41	08/14/18	ISSUED FOR PERMITS
42	08/14/18	ISSUED FOR PERMITS
43	08/14/18	ISSUED FOR PERMITS
44	08/14/18	ISSUED FOR PERMITS
45	08/14/18	ISSUED FOR PERMITS
46	08/14/18	ISSUED FOR PERMITS
47	08/14/18	ISSUED FOR PERMITS
48	08/14/18	ISSUED FOR PERMITS
49	08/14/18	ISSUED FOR PERMITS
50	08/14/18	ISSUED FOR PERMITS
51	08/14/18	ISSUED FOR PERMITS
52	08/14/18	ISSUED FOR PERMITS
53	08/14/18	ISSUED FOR PERMITS
54	08/14/18	ISSUED FOR PERMITS
55	08/14/18	ISSUED FOR PERMITS
56	08/14/18	ISSUED FOR PERMITS
57	08/14/18	ISSUED FOR PERMITS
58	08/14/18	ISSUED FOR PERMITS
59	08/14/18	ISSUED FOR PERMITS
60	08/14/18	ISSUED FOR PERMITS
61	08/14/18	ISSUED FOR PERMITS
62	08/14/18	ISSUED FOR PERMITS
63	08/14/18	ISSUED FOR PERMITS
64	08/14/18	ISSUED FOR PERMITS
65	08/14/18	ISSUED FOR PERMITS
66	08/14/18	ISSUED FOR PERMITS
67	08/14/18	ISSUED FOR PERMITS
68	08/14/18	ISSUED FOR PERMITS
69	08/14/18	ISSUED FOR PERMITS
70	08/14/18	ISSUED FOR PERMITS
71	08/14/18	ISSUED FOR PERMITS
72	08/14/18	ISSUED FOR PERMITS
73	08/14/18	ISSUED FOR PERMITS
74	08/14/18	ISSUED FOR PERMITS
75	08/14/18	ISSUED FOR PERMITS
76	08/14/18	ISSUED FOR PERMITS
77	08/14/18	ISSUED FOR PERMITS
78	08/14/18	ISSUED FOR PERMITS
79	08/14/18	ISSUED FOR PERMITS
80	08/14/18	ISSUED FOR PERMITS
81	08/14/18	ISSUED FOR PERMITS
82	08/14/18	ISSUED FOR PERMITS
83	08/14/18	ISSUED FOR PERMITS
84	08/14/18	ISSUED FOR PERMITS
85	08/14/18	ISSUED FOR PERMITS
86	08/14/18	ISSUED FOR PERMITS
87	08/14/18	ISSUED FOR PERMITS
88	08/14/18	ISSUED FOR PERMITS
89	08/14/18	ISSUED FOR PERMITS
90	08/14/18	ISSUED FOR PERMITS
91	08/14/18	ISSUED FOR PERMITS
92	08/14/18	ISSUED FOR PERMITS
93	08/14/18	ISSUED FOR PERMITS
94	08/14/18	ISSUED FOR PERMITS
95	08/14/18	ISSUED FOR PERMITS
96	08/14/18	ISSUED FOR PERMITS
97	08/14/18	ISSUED FOR PERMITS
98	08/14/18	ISSUED FOR PERMITS
99	08/14/18	ISSUED FOR PERMITS
100	08/14/18	ISSUED FOR PERMITS

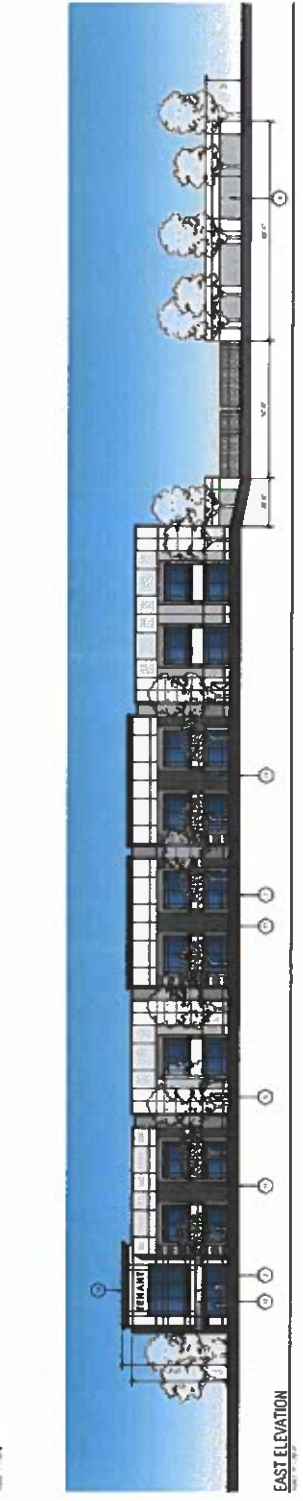
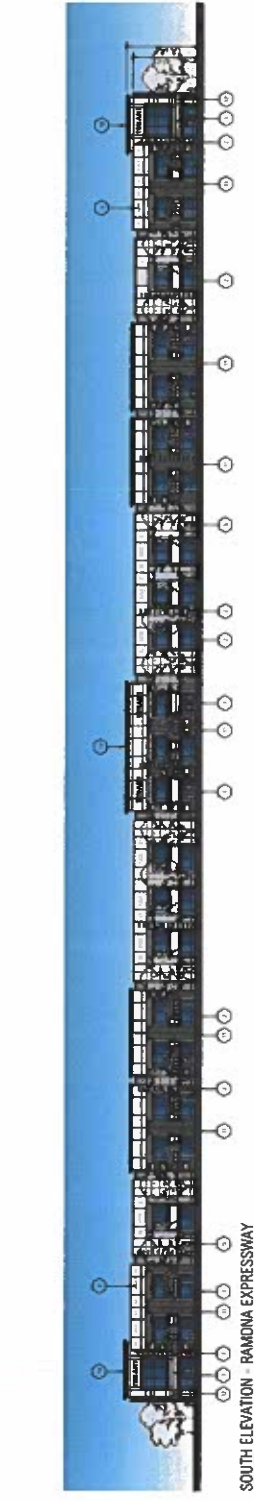
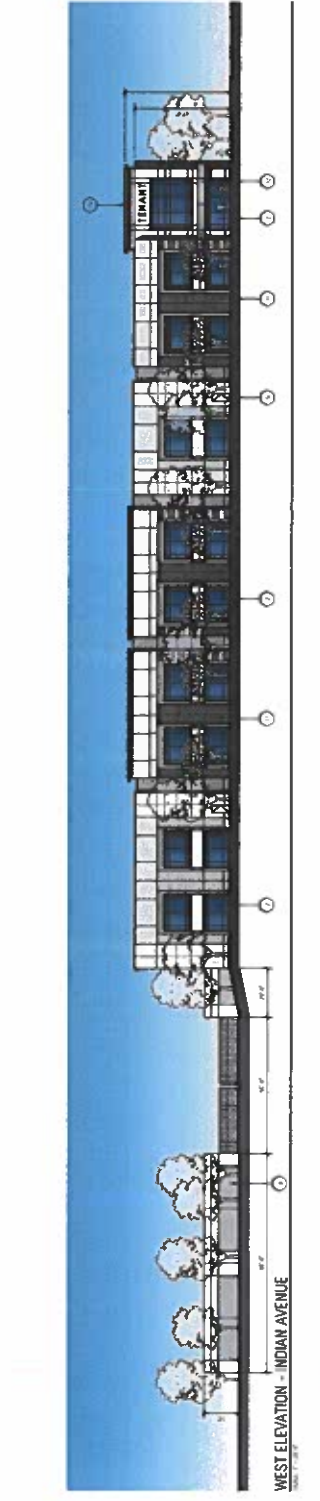
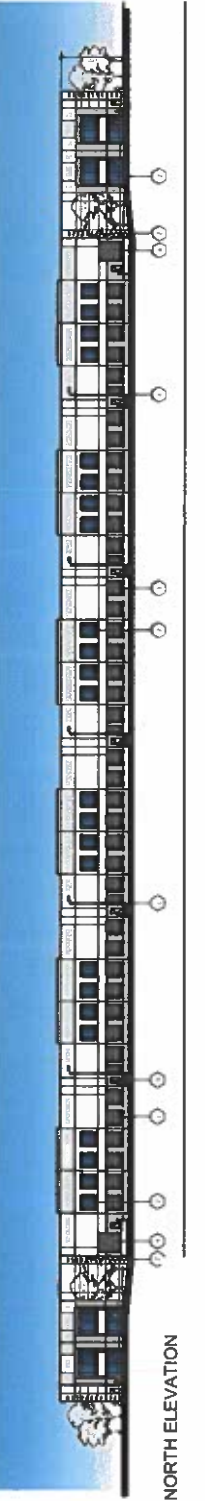
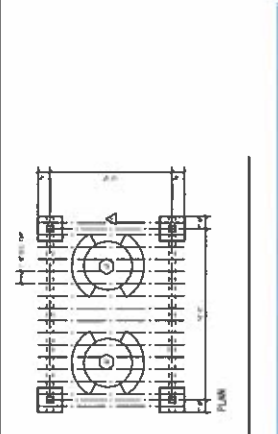
- KEYNOTES**
1. FINISH ELEVATIONS SHOWN FOR EXTERIOR WALLS AND ROOFING.
 2. FINISH ELEVATIONS SHOWN FOR INTERIOR WALLS AND CEILING.
 3. FINISH ELEVATIONS SHOWN FOR FLOORING.
 4. FINISH ELEVATIONS SHOWN FOR STAIRS AND BALUSTRADES.
 5. FINISH ELEVATIONS SHOWN FOR MECHANICAL ROOMS AND ELECTRICAL ROOMS.
 6. FINISH ELEVATIONS SHOWN FOR ELEVATORS AND ESCALATORS.
 7. FINISH ELEVATIONS SHOWN FOR SIGNAGE.
 8. FINISH ELEVATIONS SHOWN FOR LIGHTING FIXTURES.
 9. FINISH ELEVATIONS SHOWN FOR FURNITURE AND FIXTURES.
 10. FINISH ELEVATIONS SHOWN FOR PAINTS AND COATINGS.
 11. FINISH ELEVATIONS SHOWN FOR GLASS AND GLAZING.
 12. FINISH ELEVATIONS SHOWN FOR METALS AND FINISHES.
 13. FINISH ELEVATIONS SHOWN FOR CERAMIC AND STONE.
 14. FINISH ELEVATIONS SHOWN FOR WOOD AND LAMINATE.
 15. FINISH ELEVATIONS SHOWN FOR FABRICS AND UPHOLSTERY.
 16. FINISH ELEVATIONS SHOWN FOR SPECIALTIES AND ACCESSORIES.
 17. FINISH ELEVATIONS SHOWN FOR HARDWARE AND FITTINGS.
 18. FINISH ELEVATIONS SHOWN FOR PLUMBING AND MECHANICAL.
 19. FINISH ELEVATIONS SHOWN FOR ELECTRICAL AND COMMUNICATIONS.
 20. FINISH ELEVATIONS SHOWN FOR SECURITY AND ACCESS CONTROL.
 21. FINISH ELEVATIONS SHOWN FOR SUSTAINABLE AND GREEN BUILDING.
 22. FINISH ELEVATIONS SHOWN FOR HISTORIC PRESERVATION.
 23. FINISH ELEVATIONS SHOWN FOR MONUMENTAL AND MEMORIAL.
 24. FINISH ELEVATIONS SHOWN FOR LANDSCAPE ARCHITECTURE.
 25. FINISH ELEVATIONS SHOWN FOR ARCHITECTURAL INTERIORS.
 26. FINISH ELEVATIONS SHOWN FOR ARCHITECTURAL EXTERIORS.
 27. FINISH ELEVATIONS SHOWN FOR ARCHITECTURAL DETAILS.
 28. FINISH ELEVATIONS SHOWN FOR ARCHITECTURAL MATERIALS.
 29. FINISH ELEVATIONS SHOWN FOR ARCHITECTURAL FINISHES.
 30. FINISH ELEVATIONS SHOWN FOR ARCHITECTURAL COLOR PALETTE.

FINISH SCHEDULE

NO.	FINISH	DESCRIPTION
P-1	White	Interior Wall
P-2	Light Gray	Interior Wall
P-3	Medium Gray	Interior Wall
P-4	Dark Gray	Interior Wall
P-5	Black	Interior Wall
GL-1	Clear	Glass
M-1	Dark Blue	Material

FINISH SCHEDULE

NO.	FINISH	DESCRIPTION
P-1	White	Interior Wall
P-2	Light Gray	Interior Wall
P-3	Medium Gray	Interior Wall
P-4	Dark Gray	Interior Wall
P-5	Black	Interior Wall
GL-1	Clear	Glass
M-1	Dark Blue	Material



PLANT SCHEDULE

TREE	TECHNICAL DESCRIPTION	SIZE	QUANTITY	NOTE
	Quercus sp. / Quercus / Quercus	24" DB	10	
	Juniperus sp. / Juniperus / Juniperus	24" DB	10	
	Pinus sp. / Pinus / Pinus	24" DB	10	
	Thuja sp. / Thuja / Thuja	24" DB	10	
	Yucca sp. / Yucca / Yucca	24" DB	10	
	Arctostaphylos sp. / Arctostaphylos / Arctostaphylos	24" DB	10	
	Quercus sp. / Quercus / Quercus	24" DB	10	
	Juniperus sp. / Juniperus / Juniperus	24" DB	10	
	Pinus sp. / Pinus / Pinus	24" DB	10	
	Thuja sp. / Thuja / Thuja	24" DB	10	
	Yucca sp. / Yucca / Yucca	24" DB	10	
	Arctostaphylos sp. / Arctostaphylos / Arctostaphylos	24" DB	10	

CONCEPT PLANT SCHEDULE

TREE	TECHNICAL DESCRIPTION	SIZE	QUANTITY	NOTE
	Quercus sp. / Quercus / Quercus	24" DB	10	
	Juniperus sp. / Juniperus / Juniperus	24" DB	10	
	Pinus sp. / Pinus / Pinus	24" DB	10	
	Thuja sp. / Thuja / Thuja	24" DB	10	
	Yucca sp. / Yucca / Yucca	24" DB	10	
	Arctostaphylos sp. / Arctostaphylos / Arctostaphylos	24" DB	10	

PLANT SCHEDULE

1. ALL TREES WITHIN 6' OF HARDWARE SHALL BE IN A SHAPED LINEAR STRIP AND NO ACT ALLOWED. ROOT BARRERS 24" HIGH LINEAR ROOT BARRERS SHALL BE CENTERED ON TREE AND EXTEND 6" IN BOTH DIRECTIONS FOR A TOTAL OF 48"

2. NOTE: QUANTITIES AND AREA CALCULATIONS SHOWN IN LEGEND ARE FOR REFERENCE ONLY. CONTRACTOR RESPONSIBLE FOR ALL QUANTITY TAKEOFFS AND AREA CALCULATIONS FOR DETERMINATION COST AND DELIVERY OF MATERIALS TO SITE.

SHREDDED MULCH NOTE
ALL PLANTER AREAS TO RECEIVE A 3" LAYER OF SHREDDED COVER MULCH AVAILABLE FROM GARDENPRO (801)704-0808

PLANT SCHEDULE

1. ALL TREES WITHIN 6' OF HARDWARE SHALL BE IN A SHAPED LINEAR STRIP AND NO ACT ALLOWED. ROOT BARRERS 24" HIGH LINEAR ROOT BARRERS SHALL BE CENTERED ON TREE AND EXTEND 6" IN BOTH DIRECTIONS FOR A TOTAL OF 48"

2. NOTE: QUANTITIES AND AREA CALCULATIONS SHOWN IN LEGEND ARE FOR REFERENCE ONLY. CONTRACTOR RESPONSIBLE FOR ALL QUANTITY TAKEOFFS AND AREA CALCULATIONS FOR DETERMINATION COST AND DELIVERY OF MATERIALS TO SITE.

SHREDDED MULCH NOTE
ALL PLANTER AREAS TO RECEIVE A 3" LAYER OF SHREDDED COVER MULCH AVAILABLE FROM GARDENPRO (801)704-0808

NOTES

1. ALL TREES WITHIN 6' OF HARDWARE SHALL BE IN A SHAPED LINEAR STRIP AND NO ACT ALLOWED. ROOT BARRERS 24" HIGH LINEAR ROOT BARRERS SHALL BE CENTERED ON TREE AND EXTEND 6" IN BOTH DIRECTIONS FOR A TOTAL OF 48"

2. NOTE: QUANTITIES AND AREA CALCULATIONS SHOWN IN LEGEND ARE FOR REFERENCE ONLY. CONTRACTOR RESPONSIBLE FOR ALL QUANTITY TAKEOFFS AND AREA CALCULATIONS FOR DETERMINATION COST AND DELIVERY OF MATERIALS TO SITE.

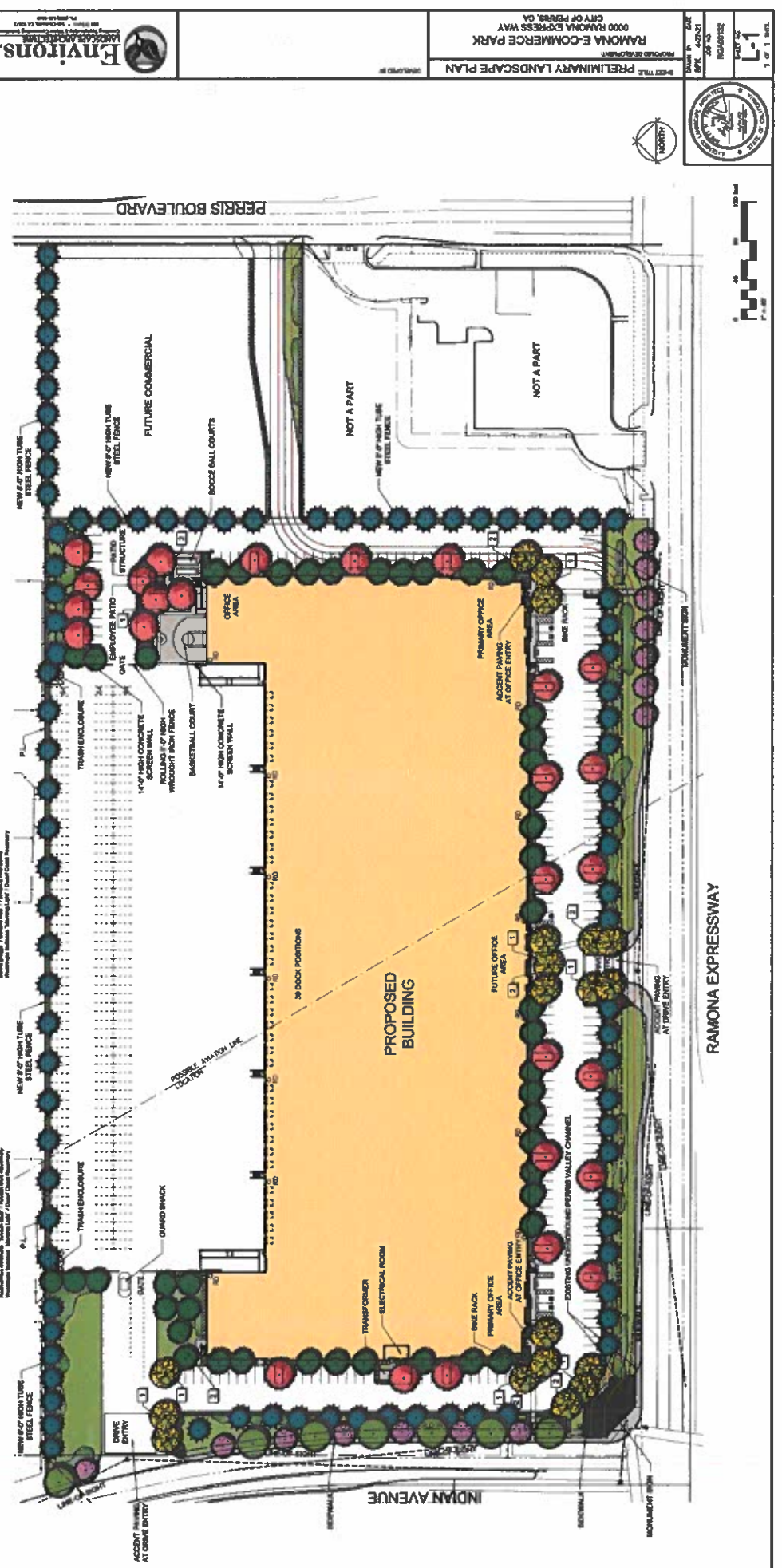
SHREDDED MULCH NOTE
ALL PLANTER AREAS TO RECEIVE A 3" LAYER OF SHREDDED COVER MULCH AVAILABLE FROM GARDENPRO (801)704-0808

NOTES

1. ALL TREES WITHIN 6' OF HARDWARE SHALL BE IN A SHAPED LINEAR STRIP AND NO ACT ALLOWED. ROOT BARRERS 24" HIGH LINEAR ROOT BARRERS SHALL BE CENTERED ON TREE AND EXTEND 6" IN BOTH DIRECTIONS FOR A TOTAL OF 48"

2. NOTE: QUANTITIES AND AREA CALCULATIONS SHOWN IN LEGEND ARE FOR REFERENCE ONLY. CONTRACTOR RESPONSIBLE FOR ALL QUANTITY TAKEOFFS AND AREA CALCULATIONS FOR DETERMINATION COST AND DELIVERY OF MATERIALS TO SITE.

SHREDDED MULCH NOTE
ALL PLANTER AREAS TO RECEIVE A 3" LAYER OF SHREDDED COVER MULCH AVAILABLE FROM GARDENPRO (801)704-0808



ATTACHMENT 4

**City Council Agenda Submittal –
Dated January 31, 2023**



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE:

January 31, 2023

SUBJECT:

Specific Plan Amendment 21-05193, Tentative Parcel Map 22-05078 (TPM-38393) and Development Plan Review 21-00011 - A proposal to consider the following entitlements to facilitate the construction of a 232,575-square-foot industrial building and future commercial development on 14.93 acres located on the north side of Ramona Expressway, between Indian Avenue and Perris Boulevard, in the Perris Valley Commerce Center Specific Plan: 1) Amendment to the Perris Valley Commerce Center Specific Plan (PVCCSP) to rezone 13.32-acres of the 14.93-acre project site from Commercial (C) Zone to Light Industrial (LI) Zone; 2) Tentative Parcel Map to subdivide the project site into two parcels; and 3) Development Plan Review for the site plan and building elevations. (APN: 302-060-041). Applicant: Joseph McKay, JM Realty Group

REQUESTED ACTION:

Adopt Resolution Number (*next in order*) denying adoption of the Mitigated Negative Declaration 2373 and denying Specific Plan Amendment 21-05193, Tentative Parcel Map 22-05078 (TPM-38393) and Development Plan Review 21-00011, thereby upholding the Planning Commission's recommendation for denial; or

Alternate Resolution and Ordinance:

Adopt Alternate Resolution Number (*next in order*) adopting Mitigated Negative Declaration 2373 and approving Specific Plan Amendment 21-05193, Tentative Parcel Map 22-05078, and Development Plan Review 21-00011 including Conditions of Approval; and

Introduce the First Reading of Ordinance Number (*next in order*) approving Specific Plan Amendment 21-05193

CONTACT:

Kenneth Phung, Director of Development Services

BACKGROUND:

On December 7, 2022, the Planning Commission voted 3-1 to recommend denial to the City Council of the Ramona-Indian Warehouse project which consists of a 232,575-square-foot

industrial building and future commercial development on 14.93 acres on the north side of Ramona Expressway, between Indian Avenue and Perris Boulevard. In order to facilitate this project the following applications are proposed: 1) Development Review for the site plan and elevations of the industrial development; 2) a Parcel Map to subdivide the property into two lots, one 13.32-acre lot for the industrial building and the remaining 1.61 acres for a future commercial development; and 3) to Rezone 13.32-acres of the 14.93-acre project site from Commercial (C) Zone to Light Industrial (LI) Zone to allow the industrial building. The applicant is not proposing a project on the commercial lot at this time.

The proposed 232,575 square foot warehouse distribution building is proposed on Parcel 1 and includes office areas totaling 15,000-square feet, a 5,000 square foot mezzanine, and 39 loading dock doors on the north side of the building. Truck access will be provided along Indian Avenue, and passenger vehicular access will be along Ramona Expressway. The site plan has been designed to prohibit truck access from Ramona Expressway but rather from Indian Avenue going and coming from Harley Knox Blvd. The building has been designed to provide enhanced building elevations and screen walls. The commercially zoned property will be accessible along Perris Boulevard. Future commercial development on Parcel 2 will require the approval of a future development review application since the applicant is not proposing any development on the commercial site time.

Airport Land Use Commission

The proposed industrial development lies within the B1- APZ II (Accident Potential Zone) and C1 Zone (Primary Approach/Departure Zone) of the March Air Reserve Base Inland Port Airport Land Use Compatibility Plan. These zones limit allowable commercial uses. Specifically, the B1-APZ II Zone prohibits residential uses, children's schools and daycare centers, libraries, hospitals and congregate care facilities, hotels and motels, restaurants, and places of assembly and limits the number of people per acre to an average of 50 and no more than 100 per single acre. Uses permitted in the APZ II Zone generally include uses limited to home improvement stores, real estate services, personal services, cemeteries, warehousing, and self storage facilities.

The C1 Zone allows land uses that meet the density requirements of an average of 100 people per acre and 250 people per single acre. The C1 Zone prohibits the same uses that are not allowed in the APZ II Zone. It is not as restrictive as the APZ II Zone which allows land uses with higher concentration of people. The east portion of the site, designated for future commercial uses, lies outside the Accident Potential Zone (APZ II). This project was considered by the Airport Land Use Commission and was determined to be conditionally consistent with the MARB ALUCP.

Drainage Improvements

The applicant is also proposing to construct storm drain Line E across the property from Indian Avenue to Perris Boulevard, which is estimated to cost \$4 million. Otherwise, the City would have to build and pay for the construction of Line E. If the city constructs Line E, the applicant would then only be responsible to pay their portion of drainage fees, totaling approximately \$150,000. If the applicant constructs Line E, the city can then re-allocate the \$4 million to other needed drainage improvements elsewhere. This area (Ramona Expressway and Perris Blvd.) has flooding problems during the rainy season. The developer is proposing to complete Line E as part of this project which will alleviate flooding problems sooner than if the city were to build Line E in the

future. In addition to constructing Line E estimated to cost \$4 million, the applicant has also agreed to not seek any credit of fees that would otherwise be allowed under the drainage fee program, estimated to be approximately \$700,000.

PLANNING COMMISSION MEETING:

At the December 7, 2022 meeting, the Planning Commission expressed that the warehouse design was appealing and appreciated the construction of storm drain Line E but identified the following concerns as part of their recommending for denial:

- The City's truck route enforcement along Ramona Expressway has not been fully implemented. Therefore, an additional industrial project along Ramona Expressway would exacerbate the already existing truck traffic problem. Trucks would travel along Ramona Expressway, where truck traffic is not permitted, to access Indian Avenue and enter the project site. In addition, both streets are heavily traveled thoroughfares, and the possibility of truck traffic intermingling with passenger vehicles could result in potential accidents.
- Project environmental impacts generally related to air quality and traffic would exceed those of commercial uses that could be developed on the site.
- Traffic impacts resulting from the proposed warehouse distribution facility would be greater than the traffic resulting from commercial uses, as it would add truck traffic.
- The proposed area to be rezoned should be reduced to within boundaries of the restricted B1 Zone and Accident Potential Zone (APZ II) of the MARB Airport Land Use Compatibility Plan. This would allow for less industrial development and allow for the larger portion of the property to remain commercially zoned, as it would have a greater benefit to the community and be consistent with the intent of the General Plan and the Perris Valley Commerce Center Specific Plan.

Staff's original recommendation to the Planning Commission was for approval of this project due to the following: 1) The site has been designed to not allow truck access along Ramona Expressway; 2) the building has been designed with architecturally enhanced elevations and screen walls; 3) the site has land use constraints due to the accidental potential zones that limit commercial uses; 4) the project area has been designed to allow for future commercial development along Perris Blvd.; and 5) the project will complete construction of storm drain Line E which would alleviate flooding and drainage problems in this area. Should the City Council choose to approve this project, an alternate resolution and ordinance for approval have been attached to this report.

Applicant Letter Dated December 27, 2022

Since the Planning Commission meeting, the applicant has submitted a letter (see Attachment 10) addressing the Planning Commission's concerns for recommending denial. The applicant has indicated that this project is anticipated to be completed in 18 months, in which there will be adequate time for proper signage and enforcement to be in place by the time this project is completed. The project site has been designed to constrain truck access to Indian Avenue north flow only and to limit truck movements to right-in/right-out at the Indian Avenue driveway. The median along Indian Avenue also serves to constrain truck traffic traveling northbound on Indian Avenue. The applicant also indicated that the project would not result in environmental impacts, greater than those generated by commercial uses. In addition, Mitigation Measure

MM Air 20 of the Environmental Impact Report (EIR) requires the project to implement, at a minimum, an increase in each building's energy efficiency 15 percent beyond Title 24 and reduce indoor water use by 25 percent. Based on the environmental analysis, uses such as hotels may generate higher daily trips that could potentially result in higher impacts to greenhouse gas emissions, air quality, and noise.

Public Comments

A comment letter was submitted from the property owner of a non-conforming single-family residence to the northwest of the site (Attachment 11). The property owner raised noise concerns and requested that a 14-foot-high block wall be required along the segment of the project site adjacent to the vacant property to the north. He also asked for the existing unimproved access path between his residence and the proposed development to continue to be provided, as it has historically been used for access to his property and could easily remain as is by adjusting the proposed 56-foot deep landscape buffer.

Members of LIUNA (Laborers' International Union of North America) were also present at the meeting and two members spoke in support of the Project as they stated the Project would provide living wage jobs to construction workers in Perris and the nearby area. Additionally, the developer's representative presented the Project and responded to the neighboring property owner indicating that the request for access is a private civil matter and that legal proceedings have been filed against the adjacent residential property owner alleging illegal use of the developer's property. Regarding the noise concern, staff reviewed the noise study prepared for the Project, and the Project complies with the City's established noise levels for residential uses.

ENVIRONMENTAL DETERMINATION:

An Initial Study/Mitigated Negative Declaration was prepared for the Project in accordance with the California Environmental Quality Act (CEQA), which concluded that all potential significant effects on the environment could be reduced to less than significant level with mitigation measures. Staff received a total of eight (8) comment letters, of which two (2) were withdrawn, the letters from Lozeau Drury LLP, on behalf of Supporters Alliance for Environmental Responsibility, and Blum Collins & Ho LLP, on behalf of Golden State Environmental Justice Alliance.

The comment letters and Responses to Comments are included in Appendix K of the IS/MND. None of the comments or responses constituted "significant new information" or met any of the conditions in Section 15088.5 of the State CEQA Guidelines that would require recirculation of the IS/MND.

RECOMMENDATION:

Section 19.54.010(1) of the Municipal Code authorizes the Planning Commission to review and recommend approval or denial of proposed requests for Specific Plan Amendments and Zone Changes to the City Council. The Planning Commission determined that the Project did not adequately address the Commission's aforementioned issues of concern and recommended denial of the project. Per the Planning Commission's recommendation action, staff is recommending that the City Council adopt the attached resolution to deny this project. Should the City Council choose

to approve this project an alternate resolution and ordinance for adoption are attached to this report. (Attachments 2 and 3).

BUDGET (or FISCAL) IMPACT: All costs associated with the Project are borne by the applicant.

Prepared by: Doug Fenn, Planning Consultant
REVIEWED BY: Kenneth Phung, Director of Development Services

City Attorney _____
Assistant City Manager _____
Deputy City Manager _____

Attachments:

1. Resolution Number (next in order) Denying the Project
2. Alternate Resolution Number (next in order) Adopting the MND and Approving the Project, including Conditions of Approval
3. Ordinance Number (next in order) Adopting Specific Plan Amendment 21-05193
4. Vicinity/Aerial Map
5. Existing and Proposed Specific Plan Maps
6. MARB Zone Map
7. Tentative Parcel Map No. 38393
8. Project Plans (Site Plan, Floor Plan, Building Elevations, Fence/Wall Plan, and Conceptual Landscape Plan)
9. Planning Commission Staff Report - Dated 12/07/2022
(Due to the size of the documents, only the staff report is included as a hard copy).
The entire staff report packet is available online at City's Website:
<https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-339>
10. Applicant Prepared Response to Planning Commission Findings of Denial
11. Public Comment Letter

Consent:
Public Hearing: X
Business Item:
Presentation:
Other:



CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: February 14, 2023

SUBJECT: Contract Services Agreement with The Code Group, Inc., dba VCA Code, and True North Compliance Services, Inc. for building plan review services

REQUESTED ACTION: Authorize the City Manager to Execute a Contract Services Agreement with the Code Group, Inc., dba VCA Code, and True North Compliance Services, Inc. for building plan review services

CONTACT: Kenneth Phung, Director of Development Services

BACKGROUND/DISCUSSION:

The City currently outsources building plan reviews to the Code Group, Inc. dba VCA Code and True North Compliance Services. Two plan check consultants have been utilized for the past few years as the City has been experiencing significant development growth, and there has been an ongoing demand for expedited plan check reviews. To support the City's development community and expedited review requests, staff recommends continuing to contract with VCA Code and True North Compliance Services, Inc. for a two-year term. This would allow the City to continue to perform plan reviews within a two-week turnaround time.

RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager to execute a Contract Services Agreement with VCA Code and True North Compliance of up to \$300,000 each for plan review services until February 14, 2025. Costs for these contracts are paid by the developer for services rendered at such time the plans are submitted for review. There is no change in plan check fees, including the amount collected by the City.

FISCAL IMPACT:

Cost for services is paid by the developer and will not impact the General Fund. Services will be charged to the applicant at the time of building plan check submittals.

Prepared by: Veronica Arana, Building and Safety Manager
REVIEWED BY: Kenneth Phung, Director of Development Services

City Attorney
 Assistant City Manager WB
 Deputy City Manager ER

Attachments: 1. Contract Services Agreement with The Code Group, Inc., dba VCA Code
2. Contract Services Agreement with True North Compliance Services

Consent: X
Public
Hearing:
Business Item:
Presentation:
Other:

ATTACHMENT 1
Contract Services Agreement with
The Code Group, Inc., dba VCA Code

CITY OF PERRIS
CONTRACT SERVICES AGREEMENT FOR
BUILDING PLAN REVIEW SERVICES

This Contract Services Agreement ("Agreement") is made and entered into this 14th day of February 2023, by and between the City of Perris, a municipal corporation ("City"), and The Code Group Inc., dba VCA Code, a California Corporation ("Consultant"). The term Consultant includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide the work and services specified in the "Scope of Services" attached hereto as *Exhibit "A"* and incorporated herein by this reference. Consultant warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

1.2 Consultant's Proposal. The Scope of Services shall include the Consultant's proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction.

1.4 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, taxes, including applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement; and shall indemnify, defend and hold harmless City against any claim for such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work. By executing this Agreement, Consultant warrants that Consultant (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the work and services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement.

1.6 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to

the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to five percent (5%) of the Contract Sum or \$25,000, whichever is less, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

1.7 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as *Exhibit "B"* and incorporated herein by this reference. In the event of a conflict between the provisions of *Exhibit "B"* and any other provisions of this Agreement, the provisions of *Exhibit "B"* shall govern.

1.8 Environmental Laws. Consultant shall comply with all applicable environmental laws, ordinances, codes and regulations of Federal, State, and local governments. Consultant shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of three hundred thousand dollars and no cents (\$300,000.00) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City.

Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Consultant wishes to receive payment, no

later than the first (1st) working day of such month, Consultant shall submit to the City, in a form approved by the City's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form.

2.3 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the City Council of the City for the purposes of this Agreement. The availability of funding is affected by matters outside the City's control, including other governmental entities. Accordingly, the City has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as *Exhibit "D"*, if any, and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall, within ten (10) days of the commencement of such delay, notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if, in the judgment of the Contract Officer, such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused; Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall continue in full force and effect until completion of the services no later than February 14, 2025.

4.0 COORDINATION OF WORK

4.1 Representative of Consultant. Tom VanDrope, Senior Principal is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work or services specified herein and to make all decisions in connection therewith.

It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may his responsibilities be substantially reduced by Consultant without the express written approval of City.

4.2 Contract Officer. The City's City Manager is hereby designated as the representative of the City authorized to act in its behalf with respect to the work and services and to make all decisions in connection therewith ("Contract Officer"). It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. The City may designate another Contract Officer by providing written notice to Consultant.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred or assigned without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant taking all transfers into account on a cumulative basis. A prohibited transfer or assignment shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

5.0 INSURANCE AND INDEMNIFICATION

5.1 Insurance. Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to

limits. Limits shall be no less than \$1,000,000.00 per occurrence for all covered losses and no less than \$2,000,000.00 general aggregate.

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000.00 per accident for all covered losses.

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than \$1,000,000.00 per accident, combined single limit. Said policy shall include coverage for owned, non owned, leased and hired cars.

(d) Professional Liability or Error and Omissions Insurance. A policy of errors and omissions insurance in an amount not less than \$1,000,000.00 per claim with respect to loss arising from the actions of Consultant performing professional services hereunder on behalf of the City.

All of the above policies of insurance shall be primary insurance. The general liability policy shall name the City, its officers, employees and agents ("City Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the City and the City's Parties and their respective insurers. All of said policies of insurance shall provide that said insurance may be not cancelled without providing thirty (30) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled or amended, Consultant shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until Consultant has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City.

Consultant agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances.

In the event that the Consultant is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to this Section 5.1.

5.2 Indemnification.

(a) Indemnity for Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees of subcontractors (or any entity or individual for which Consultant shall bear legal liability) in the performance of professional services under this Agreement.

(b) Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City and City's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

6.0 **RECORDS AND REPORTS**

6.1 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

6.2 Records. Consultant shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of such documents and materials. Consultant may retain

copies of such documents for its own use and Consultant shall have an unrestricted right to use the concepts embodied therein. Any use of such completed documents by City for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant and the City shall indemnify the Consultant for all damages resulting therefrom. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

7.0 ENFORCEMENT OF AGREEMENT

7.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Retention of Funds. Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.3 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.4 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of any notice of termination, Consultant shall immediately cease all work or services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

7.5 Completion of Work After Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.6 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment, and to all other reasonable costs for investigating such action, taking depositions and discovery, including all other necessary costs the court allows which are incurred in such litigation.

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest; City. No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is interested, in violation of any State statute or regulation.

8.3 Conflict of Interest; Consultant. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Consultant shall comply with all conflict of interest laws and regulations including, without limitation, City's Conflict of Interest Code which is on file in the City Clerk's office. Accordingly, should the City Manager determine that Consultant will be performing a specialized or general service for the City and there is substantial likelihood that the Consultant's work product will be presented, either written or orally, for the purpose of influencing a governmental decision, the Consultant and its officers, agents or employees, as applicable, shall be subject to the City's Conflict of Interest Code.

8.4 Covenant Against Discrimination. Consultant covenants that, by and for itself, its executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, City of Perris, 101 North "D" Street, Perris, CA 92570, and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by an instrument in writing signed by both parties.

9.4 Severability. Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

ATTEST: "CITY"
CITY OF PERRIS

By: _____
Nancy Salazar, City Clerk

By: _____
Clara Miramontes, City Manager

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By: _____
Robert Khuu, City Attorney

"CONSULTANT"
The Code Group, Inc., dba VCA Code

By: _____
Signature

Print Name and Title

By: _____
Signature

Print Name and Title

(Corporations require two signatures; *one from each* of the following: A. Chairman of Board, President, any Vice President; *AND B.* Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Chief Financial Officer.)

[END OF SIGNATURES]

EXHIBIT "A
SCOPE OF SERVICES

VCA is ready and capable of providing first class as-needed on-call building plan check services including, but not limited to:

- * Improving the plan check and review process, resulting in increased customer satisfaction.
- * Expedited plan review for all City projects as requested and at no additional costs.
- * VCA agrees to the following turnaround times for all plan checks:
 - First Review: 10 working review days
 - Subsequent Reviews: 5 working days
- * Ongoing support for applicants regarding any code related issues, and excellent communication aimed at helping applicants meet code compliance for any subsequent plan reviews within a timely manner.
- * Taking responsibility for ensuring that all building plan reviews are completed thoroughly and on-time with the first plan check as possible.
- * Consistency matters and VCA believes one of our most important processes is to assign the best qualified plan checker to a project and have that individual complete that plan review, regardless of the number of submittals during the plan check process.

Plan Review Process. VCA's plans examiners shall comply with the requirements of City policies and procedures in conjunction with the following:

- * Tracking Plans: VCA's Plan Check Division employs a dedicated person to receive and ship all plans. Pertinent data is entered into our custom tracking system, each set of plans receives a bar code that allows VCA to track each entry into our system. This comprehensive system allows VCA to review the plan checkers activities, the number of reviews, the number of hours, and any information received from the City. VCA can relay this information to the City anytime.
- * Conduct the building plan check process under the direction of the City's Building Official. Plan review includes architectural, structural, mechanical, electrical, plumbing, fire, energy, geotechnical, landscaping, ADA, and more, including CASp.
- * Perform plan review in accordance with Federal and State codes. VCA will perform plan checking with the California Code of Regulations Title 24, Parts 1 through 12, along with all City ordinances applicable at the time of submittal. Any additional requirements provided by the City will also be incorporated into the plan review process so it's as seamless as possible.
- * Check for compliance with all applicable codes adopted by the City, including, but not limited to: Uniform Housing Code, California Building, Mechanical, Plumbing, and Electrical Codes, Uniform Swimming Pool Code, Uniform Solar Energy Code, and Sign, Tent, and Relocated Building Codes and any applicable adopted local amendment, State of California codes or regulations.
- * Perform fire plan review as requested.
- * VCA's team shall work with the City's software system ACCELA.
- * Plan Checkers shall confirm building use, occupancy, type of construction, and valuation for each project.

* VCA shall calculate the building permit and plan check fees based on the approved City fee schedule, and review permit issuance during the plan review process.

* Confirm compliance with the City's Municipal Code and Zoning Code as related to residential development within non-architectural review areas; perform zoning verification for required front yard, side yard and rear yard setbacks, lot coverage, and building height.

* Perform the First initial Plan Review within stated deadlines. Communicate with and keep the City apprised of any issues or circumstances that would cause VCA to be unable to meet a stated deadline.

* Correction Lists: Specific correction lists are prepared and returned with each set of plans or submitted electronically as required. Each correction is typed in clear and concise language identifying the deficient items on the plans, as well as the requirements that must be indicated on the plans to show compliance with the code. Code sections are also included along with references to plan sheet pages. Each plan checker's phone number and email address shall be included for ease of communication regarding questions or clarification.

* Submittal of Plan Check Corrections: Plan check corrections shall be returned with plans based on City requirements. VCA will email to the designated Building Division staff and we'll utilize any specified form or transmittal letter as required by the City. Transmittal forms shall include: valuation, description, type of construction, occupancy, floor area, the plan checkers name, phone number, and email address. In addition we'll include any specific information such as number of stores, and/or sprinkler requirements, etc., along with other pertinent information as needed.

* Recheck Procedure: Plans returned for second and/or third reviews are typically given to the original plan reviewer. The benefits of assigning re-checks to the original plan reviewer are threefold 1) their familiarity with the project saves time in approving corrections, 2) this helps expedite the review process for applicants, and 3) conversations with applicants are more consistent.

* Coordinate with City staff and keep the Building Official, or other designee informed about plan check status, or any issues that come up during the plan review process.

a. Review stated valuations compared with actual scope of work. Inform the City of any discrepancies.

b. Coordinate building permit requirements and interface with City Departments and other agencies, including but not limited to the Public Works Department, Planning Division, the Perris Fire Department or other designated entities.

* VCA Office Hours: VCA's normal office hours are Monday through Friday from 8:00 a.m. to 5:00 p.m. Our plan checkers will take incoming calls as available, and will return all calls within 24 hours. Emails will be responded to within 24 hours. Our office phone number is (714) 363-4700.

* Provide staff augmentation as requested for counter assistance, or for ancillary staff for building inspection, permitting services, planning, or code enforcement. A schedule of fees for Beyond Scope is included.

EXHIBIT "B"

SPECIAL REQUIREMENTS

[Intentionally Left Blank]

EXHIBIT "C"

SCHEDULE OF COMPENSATION

VCA Code PLAN REVIEW SERVICE FEE

In accordance with all applicable Federal, State, and City adopted codes VCA proposes a compensation structure that is *mutually beneficial* to the City and VCA Code. VCA proposes the following fees/rates, and is open to other arrangements as well, to the City based upon two areas of service:

Plan Check Fees Collected by the City:		VCA % of Plan Check Fees Collected	
OUTSOURCED PLAN REVIEW		60%	
PLAN REVIEW TURNAROUND TIMES (WORKING DAYS)			
Type of Plan Check:	1st	2nd	3rd
New Industrial & Commercial	10 days	5 days	5 days
New Residential (SFD, MFD)	10 days	5 days	5 days
Tenant Improvements	10 days	5 days	5 days
Revisions to approved plans	10 days	5 days	5 days
Electrical, Mechanical, & Plumbing	10 days	5 days	5 days
Residential Improvements (additions, etc.)	10 days	5 days	5 days
Non-structural	10 days	5 days	5 days
Expedited Plan Review Fee: 1.5x City Plan Check Fee and Turn-around times are typically ½ the normal time frame.			
Notes:			
<ol style="list-style-type: none"> 1. Large or highly complex projects may require more time and VCA will reach out to the City on a case-by-case basis regarding deadlines. 2. Four or more plan checks will be charged hourly rate of \$115.00 3. Revisions are charged at hourly rate of \$115.00 4. VCA will pick up and deliver plans to the City at no additional cost 5. The minimum fee for outsourced plan review is 2 hours @ \$115.00=\$230.00 6. VCA is open to negotiating fees for large/complex projects 			

VCA HOURLY RATES FOR STAFFING

SHOULD THE CITY NEED ASSISTANCE UTILIZING CONTRACT STAFF TO WORK AT THE CITY, VCA IS CAPABLE OF PROVIDING HIGHLY QUALIFIED INDIVIDUALS FOR STAFF AUGMENTATION FOR ANY TYPE OF POSITION NEEDED. THE FOLLOWING RATE SCHEDULE IS PROVIDED FOR REVIEW OF RELATED COSTS ASSOCIATED WITH STAFFING NEEDS:

Function	Hourly Rate
Supervising Structural Engineer	\$150.00
Structural Engineer	\$140.00
Plan Check Engineer at City (Civil, MEP)	\$135.00
ICC Certified Plans Examiner at City	\$125.00
Sr. Building/Combination Inspector (DOE/Certs)	\$ 90.00 to \$ 100.00
Building Inspector	\$ 80.00 to \$ 90.00
Grading Inspector	\$ 85.00 to \$105.00
CASp Services	\$145.00 to \$165.00
Code Enforcement Officer	\$ 65.00 to \$ 75.00
CALGreen Inspector/Manager	\$105.00 to \$135.00
Associate Planner / Sr. Planner, AICP (DOE)	\$165.00 to \$195.00
Planning Technician / Planner I	\$ 85.00 to \$145.00
Permit Technician	\$ 65.00 to \$ 75.00
Administrative/Clerical	\$ 50.00 to \$ 60.00
Client Consultation at City Hall (Principal, Vice President, Sr. Manager, CBO)	\$165.00

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

[Intentionally Left Blank]

ATTACHMENT 2
Contract Services Agreement with
True North Compliance Services

CITY OF PERRIS
CONTRACT SERVICES AGREEMENT FOR
BUILDING PLAN REVIEW SERVICES

This Contract Services Agreement ("Agreement") is made and entered into this 14th day of February, 2023, by and between the City of Perris, a municipal corporation ("City"), and True North Compliance Services, Inc., a California Corporation ("Consultant"). The term Consultant includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide the work and services specified in the "Scope of Services" attached hereto as *Exhibit "A"* and incorporated herein by this reference. Consultant warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

1.2 Consultant's Proposal. The Scope of Services shall include the Consultant's proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction.

1.4 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, taxes, including applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement; and shall indemnify, defend and hold harmless City against any claim for such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work. By executing this Agreement, Consultant warrants that Consultant (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the work and services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement.

1.6 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to

the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to five percent (5%) of the Contract Sum or \$25,000, whichever is less, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

1.7 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as *Exhibit "B"* and incorporated herein by this reference. In the event of a conflict between the provisions of *Exhibit "B"* and any other provisions of this Agreement, the provisions of *Exhibit "B"* shall govern.

1.8 Environmental Laws. Consultant shall comply with all applicable environmental laws, ordinances, codes and regulations of Federal, State, and local governments. Consultant shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of three hundred thousand dollars and no cents (\$300,000.00) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City.

Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Consultant wishes to receive payment, no

later than the first (1st) working day of such month, Consultant shall submit to the City, in a form approved by the City's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form.

2.3 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the City Council of the City for the purposes of this Agreement. The availability of funding is affected by matters outside the City's control, including other governmental entities. Accordingly, the City has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as *Exhibit "D"*, if any, and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall, within ten (10) days of the commencement of such delay, notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if, in the judgment of the Contract Officer, such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused; Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall continue in full force and effect until completion of the services no later than February 14, 2025.

4.0 COORDINATION OF WORK

4.1 Representative of Consultant. Isam Hasenin, President is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work or services specified herein and to make all decisions in connection therewith.

It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may his responsibilities be substantially reduced by Consultant without the express written approval of City.

4.2 Contract Officer. The City's City Manager is hereby designated as the representative of the City authorized to act in its behalf with respect to the work and services and to make all decisions in connection therewith ("Contract Officer"). It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. The City may designate another Contract Officer by providing written notice to Consultant.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred or assigned without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant taking all transfers into account on a cumulative basis. A prohibited transfer or assignment shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

5.0 INSURANCE AND INDEMNIFICATION

5.1 Insurance. Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to

limits. Limits shall be no less than \$1,000,000.00 per occurrence for all covered losses and no less than \$2,000,000.00 general aggregate.

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000.00 per accident for all covered losses.

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than \$1,000,000.00 per accident, combined single limit. Said policy shall include coverage for owned, non owned, leased and hired cars.

(d) Professional Liability or Error and Omissions Insurance. A policy of errors and omissions insurance in an amount not less than \$1,000,000.00 per claim with respect to loss arising from the actions of Consultant performing professional services hereunder on behalf of the City.

All of the above policies of insurance shall be primary insurance. The general liability policy shall name the City, its officers, employees and agents ("City Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the City and the City's Parties and their respective insurers. All of said policies of insurance shall provide that said insurance may be not cancelled without providing thirty (30) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled or amended, Consultant shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until Consultant has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City.

Consultant agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances.

In the event that the Consultant is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to this Section 5.1.

5.2 Indemnification.

(a) Indemnity for Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees of subcontractors (or any entity or individual for which Consultant shall bear legal liability) in the performance of professional services under this Agreement.

(b) Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City and City's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

6.0 RECORDS AND REPORTS

6.1 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

6.2 Records. Consultant shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of such documents and materials. Consultant may retain

copies of such documents for its own use and Consultant shall have an unrestricted right to use the concepts embodied therein. Any use of such completed documents by City for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant and the City shall indemnify the Consultant for all damages resulting therefrom. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

7.0 ENFORCEMENT OF AGREEMENT

7.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Retention of Funds. Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.3 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.4 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of any notice of termination, Consultant shall immediately cease all work or services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

7.5 Completion of Work After Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.6 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment, and to all other reasonable costs for investigating such action, taking depositions and discovery, including all other necessary costs the court allows which are incurred in such litigation.

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest; City. No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is interested, in violation of any State statute or regulation.

8.3 Conflict of Interest; Consultant. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Consultant shall comply with all conflict of interest laws and regulations including, without limitation, City's Conflict of Interest Code which is on file in the City Clerk's office. Accordingly, should the City Manager determine that Consultant will be performing a specialized or general service for the City and there is substantial likelihood that the Consultant's work product will be presented, either written or orally, for the purpose of influencing a governmental decision, the Consultant and its officers, agents or employees, as applicable, shall be subject to the City's Conflict of Interest Code.

8.4 Covenant Against Discrimination. Consultant covenants that, by and for itself, its executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, City of Perris, 101 North "D" Street, Perris, CA 92570, and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by an instrument in writing signed by both parties.

9.4 Severability. Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

ATTEST: "CITY"
CITY OF PERRIS

By: _____
Nancy Salazar, City Clerk

By: _____
Clara Miramontes, City Manager

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By: _____
Robert Khuu, City Attorney

"CONSULTANT"
TRUE NORTH COMPLIANCE SERVICES,
INC.
990 Highland Dr. Suite 212-S
Solana Beach, CA 92075

By: _____
Signature

Print Name and Title

By: _____
Signature

Print Name and Title

(Corporations require two signatures; *one from each* of the following: A. Chairman of Board, President, any Vice President; *AND B.* Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Chief Financial Officer.)

[END OF SIGNATURES]

EXHIBIT "A"

SCOPE OF SERVICES

1. Perform traditional preliminary plan review consultations in True North Compliance's main office by meetings or by telephone.
2. Perform traditional initial plan review of submitted plans to determine compliance with City adopted:
 - Title 24
 - Building Code
 - Fire Code
 - Plumbing Code
 - Mechanical Code
 - Electrical Code
 - Green Code
 - Energy Conservation
 - Disabled Access
 - Residential Code
3. Additional Services: Consultant shall provide additional services at the City's request such as Fire plan review and inspection, Grading, Engineering and Civil plan review and inspection, Construction/Project management.
4. Provide the applicant's designee and the City a typed list of items needing clarification or change to achieve conformance with the above regulations.
5. Turnaround time: First Review: 10 working days
Second and subsequent reviews: 5 working days
6. Perform all necessary liaison with the applicant's designee by telephone, fax, mail, e-mail or meeting in True North Compliance's main office, and perform all necessary rechecks to achieve conformance to the regulations.
7. Perform all necessary liaison with the Building Official or his designee, by mail, e-mail, telephone, fax, or in True North Compliance's main office regarding any discretionary code issues.
8. Perform plan reviews of revisions to plans that have previously been approved for permit issuance.
9. Perform extra work when requested in writing by the City.
10. Perform Expedited Plan Review for All City Projects at no additional costs to the City.
11. Complete all City fee schedules during the Plan Review process.

This contract is for plan check and inspection services on an "as needed" basis. The City of Perris will have sole discretion regarding which plans and/or inspections will be conducted by the consultant.

EXHIBIT "B"

SPECIAL REQUIREMENTS

[Intentionally Left Blank]

EXHIBIT "C"

SCHEDULE OF COMPENSATION

True North Compliance Services proposes the following fees for the services included in our scope of work. Any additional services not listed below may be negotiated:

PLAN REVIEW SERVICES Plan Review:

60% of Plan Check Fees collected by the City of Perris

Expedited Plan Services: 1.5 X the normal plan check fees

POSITION HOURLY RATES

Interim Certified Building Official: \$145.00

Structural Engineer: \$135.00

Revisions/Field Changes: \$125.00

Plan Review Engineer: \$125.00

Senior Civil Engineer: \$155.00

Civil Engineer: \$140.00

Public Works Inspector I (non-prevailing wage): \$95.00

Public Works Inspector II (non-prevailing wage): \$110.00

Certified Plans Examiner: \$105.00

Building Inspector I: \$85.00

Building Inspector II: \$90.00

Building Inspector III: \$95.00

Senior Building Inspector: \$105.00

Code Enforcement Inspector: \$85

CASp Plans Examiner/Inspector: \$125.00

Permit Technician: \$75.00

Administrative Staff: \$55.00

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

[Intentionally Left Blank]



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: February 14, 2023

SUBJECT: Second Reading of Ordinance No. 1423 Requiring Healthy Checkout Options at Commercial Establishments with Groceries Larger than 2,500 Square Feet

REQUESTED ACTION: That the City Council Adopt Ordinance No. 1423:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ADDING CHAPTER 7.50 TO TITLE 7 OF THE CITY OF PERRIS MUNICIPAL CODE ESTABLISHING HEALTHY CHECKOUT OPTIONS AT COMMERCIAL ESTABLISHMENTS WITH GROCERIES LARGER THAN 2,500 SQUARE FEET

CONTACT: Sabrina Chavez, Director of Community Services

BACKGROUND/DISCUSSION:

On January 31, 2023, the City Council approved the First Reading of Ordinance Number 1423 requiring commercial establishments with groceries larger than 2,500 square feet to provide healthy food and beverage items as the “default” option at checkout aisles.

The proposed Ordinance would require that Perris commercial establishments with groceries larger than 2,500 square feet (“commercial establishments with groceries”) would be required to provide healthy food and beverage items as the “default” option at checkout aisles, see Attachment 1. Fifteen businesses in Perris currently meet the criteria for the Healthy Options at Checkout Campaign. The proposed Ordinance would not prohibit a commercial establishment’s ability to sell, or a consumer’s ability to purchase, food or beverage items exceeding the nutritional guidelines required by the Ordinance.

Implementation of the proposed Ordinance is being proposed through a self-certification process. Qualifying Commercial Establishments with Groceries would receive and return a form certifying that they are in compliance with the proposed Ordinance. The proposed Ordinance would be enforceable through the use of the administrative citation procedure as set forth in Perris Municipal Code Chapter 1.18. Staff will host a series of workshops in preparation for the implementation of the proposed Ordinance to educate local businesses and allow sufficient time for compliance. If

adopted by City Council, the proposed Ordinance would be effective July 1, 2023, and the City of Perris would be the first city in southern California to adopt the same ordinance.

Staff recommends that the City Council adopt Ordinance 1423 establishing commercial establishments with groceries larger than 2,500 square feet to provide healthy food and beverage items as the "default" option at checkout aisles.

BUDGET (or FISCAL) IMPACT:

If Ordinance No. 1423 is adopted, the Healthy Options at Checkout Ordinance will utilize existing staff resources, therefore, there is no impact at this time.

Prepared by: Emmanuel Marquez, Project Coordinator

REVIEWED BY: Crystal Lopez, Recreation and Public Services Manager

City Attorney _____

Assistant City Manager WB

Deputy City Manager ER

Attachments:

1. Draft Ordinance

Consent:

Public Hearing:

Business Item:

Presentation:

Other:



CITY OF PERRIS
COMMUNITY SERVICES

**ATTACHMENT 2:
Draft Ordinance**

ORDINANCE NO. 1423

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ADDING CHAPTER 7.50 TO TITLE 7 OF THE CITY OF PERRIS MUNICIPAL CODE ESTABLISHING HEALTHY CHECKOUT OPTIONS AT COMMERCIAL ESTABLISHMENTS WITH GROCERIES LARGER THAN 2,500 SQUARE FEET

WHEREAS, the City Council desires to promote healthy food options for children and families and contribute to building a healthier community; and

WHEREAS, an important goal of the City of Perris is to foster an active and healthy lifestyle and implement innovative approaches to social problems; and

WHEREAS, over the past 30 years, the obesity, prediabetes, and diabetes rates in the United States has more than doubled; and

WHEREAS, according to the Centers for Disease Control and Prevention (CDC), two-thirds (68.5%) of American adults are overweight or obese. In 2016, in the City of Perris, in Riverside County, State of California, 53% of adult residents were diagnosed with Pre-diabetes or Diabetes; and

WHEREAS, obese children are at least twice as likely as non-obese children to become obese adults and are at increased risk for serious health problems in adulthood, including heart disease, type 2 diabetes, asthma, and cancer; and

WHEREAS, obesity-related health conditions have serious economic costs. Estimated annual health care costs from obesity are \$190 billion – or 21 percent of total current health care spending – and are expected to rise substantially. Obesity-related annual medical expenditures in California are estimated at \$39.5 billion; and

WHEREAS, in 2010, the U.S. Department of Agriculture reported the top sources of calories for American children. Grain-based desserts ranked number one; soda and other sugar-sweetened beverages ranked number three; potato, corn, and other chips ranked number nine; and candy ranked number thirteen; and

WHEREAS, consumers are trying to make healthier purchases. A 2010 report found that 66 percent of shoppers say they are looking for ways to improve their health through the choices they make while grocery shopping, and 74 percent of shoppers say a top health concern is “managing or losing weight”; and

WHEREAS, despite consumers’ desires to select healthier foods, unhealthy foods are increasingly prevalent in checkout areas in a wide variety of retail stores. A recent national study of 8,617 stores – including supermarkets, convenience stores, drug stores, and dollar stores – in 468 communities found that 88 percent display candy at checkout and more than one-third (34%) sell sugar-sweetened beverages. Only 24 percent of the stores sell water at checkout, and only 13 percent sell fresh fruits or vegetables. Almost all supermarkets (91%) display candy at checkout, and 85 percent sell soda and other sugary drinks at checkout; and

WHEREAS, research increasingly shows that our food choices are strongly affected by the environments in which they are made. Therefore, making unhealthy foods and beverages available to consumers while they wait in checkout lines undermines consumers' efforts to purchase healthier foods. The presence of snacks near the register increases the likelihood that people will purchase those foods. In addition, most of the candy, soda, and chips in checkout aisles are placed at the eye level and within reach of children, providing a particular temptation for them; and

WHEREAS, the City Council believes that offering healthy food and beverage items at checkout aisles in commercial establishments with groceries will contribute to the overall health and well-being of children and families in Perris.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Recitals Incorporated. The City Council hereby adopts the recitals of this Ordinance as true and correct and such recitals are hereby incorporated by reference as though fully set forth in the text of this Ordinance.

Section 2. New Chapter 7.50. Chapter 7.50, entitled "Healthy Options at Checkout," is hereby added to Title 7 (Health and Welfare) of the City of Perris Municipal Code to read in its entirety as follows:

"CHAPTER 7.50. HEALTHY OPTIONS AT CHECKOUT

7.50.010 - Findings and Purpose.

7.50.020 - Definitions.

7.50.030 -- Healthy Checkout Options.

7.50.040 – Enforcement.

7.50.050 – Violation—Penalty.

7.50.060 – Effective Date.

7.50.010 Findings and Purpose.

According to the Centers for Disease Control and Prevention (CDC), two-thirds (68.5%) of American adults are overweight or obese. In 2016, in the City of Perris, in Riverside County, State of California, 53% of adult residents were diagnosed with Pre-diabetes or Diabetes. The purpose of this Chapter is to support families by offering them healthy food and beverage items at checkout aisles and the choice to avoid high-calorie, low-nutrient food when they do their grocery shopping.

7.50.020 Definitions.

For purposes of this Chapter, the following words and phrases shall have the following meanings:

- A. **Checkout Area.** Any area that is accessible to a customer of a commercial establishment with groceries that is within six-feet of any Register, or an area where a commercial establishment with groceries may direct customers to wait in line to make a purchase. This may also be referred to as checkout aisle.
- B. **Commercial Establishment with Groceries.** A commercial establishment larger than 2,500 square feet which sells groceries including food products and produce, household items and packaged alcoholic beverages as an incidental commodity to the establishment.
- C. **Register.** A cash register or similar device that calculates the sale of goods, holds money, and displays the amount of sales to a customer.
- D. **Small Business.** An independently owned and operated business that is not dominant in its field of operation with 5 employees or fewer.

7.50.030 Healthy Checkout Options

- A. A commercial establishment with groceries that sells beverage items at the checkout aisle shall make the default beverage options the following:
 - 1. Water, including carbonated water with no added caloric sweeteners;
 - 2. Coffee or tea with no added caloric sweeteners (permissible condiments include sugar, sugar substitutes, milk, and creamer products);
 - 3. Fat-free or one percent (1%) low-fat dairy milk or calcium- and vitamin D-fortified soymilk with fewer than two hundred (200) calories per container;
 - 4. One hundred percent (100%) fruit juice or fruit juice combined with water or carbonated water, with no added caloric sweeteners, in a size no greater than twelve (12) fluid ounces;
 - 5. One hundred percent (100%) vegetable juice with no added caloric sweeteners, no more than two hundred (200) milligrams of sodium per container, and in a size no greater than twelve (12) fluid ounces; or
 - 6. Low-calorie beverages that have no more than forty (40) calories per container.

B. A commercial establishment with groceries that sells food items at the checkout aisle shall make the default food items, per package, the following:

1. No more than two hundred (200) calories;
2. No more than thirty-five percent (35%) of calories (or seven grams) from fat, with the exception of packages that contain one hundred percent (100%) nuts or seeds;
3. No more than ten percent (10%) of calories (or two grams) from saturated fat, with the exception of packages that contain one hundred percent (100%) nuts or seed;
4. Zero grams of trans fat;
5. No more than thirty-five percent (35%) of calories (or ten grams) from total sugars, with the exception of fruits and vegetables that do not contain added sweeteners or fats and yogurts that contain no more than thirty (30) grams of total sugars per eight-ounce container;
6. No more than two hundred (200) milligrams of sodium; and
7. Meet at least one of the following standards:
 - i. Consist of sugar-free chewing gum;
 - ii. Contain a quarter cup of fruit, non-fried vegetables, or fat-free/low-fat dairy;
 - iii. Contain one ounce of nuts or seeds or one tablespoon of nut butter;
 - iv. Contain at least fifty percent (50%) of the grain ingredients from whole grain, determined by the product listing whole grain as the first ingredient; or
 - v. Contain ten percent (10) of the Daily Value (DV) of a naturally occurring nutrient of public health concern in the 2010 Dietary Guidelines for Americans (calcium, potassium, vitamin D, or dietary fiber).

7.50.040 Enforcement.

- A. The City is hereby authorized to issue all rules and regulations consistent with this Ordinance, including, but not limited to, fees for re-inspection.
- B. The City may require a commercial establishment with groceries to provide such information as may be necessary to determine the establishment's compliance with this Chapter.
- C. Commercial establishments with groceries that are 2,500 square feet or smaller may be subject to this Chapter on a voluntary basis.
- D. This Chapter shall not be enforced where its enforcement is prohibited by applicable law, including, without limitation, applicable federal and State law.

7.50.050 Violation—Penalty.

In addition to all other available remedies at law, this Chapter shall be enforceable through the use of the administrative citation procedures set forth in Perris Municipal Code Chapter 1.18.

7.50.060 Effective Date.

This Chapter and the legal requirements set forth herein shall take effect and be in force July 1, 2023.

Section 3. CEQA. The City Council finds that this Ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines, which states that a project is exempt from CEQA if the activity is covered by the common sense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This Ordinance makes policy changes to the City's rules and regulations pertaining to the display of foods in retail food markets to better protect the public health, safety and welfare.

Section 4. Severability. If any section, subsection, subdivision, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portions thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases or portions thereof be declared invalid or unconstitutional.

Section 5. Effective Date. The Ordinance shall take effect on July 1, 2023.

Section 6. Certification. The City Clerk shall certify as to the passage and adoption of this Ordinance and shall cause the same to be posted at the designated locations in the City of Perris.

ADOPTED, SIGNED and APPROVED this ___ day of _____, 2023.

MAYOR, MICHAEL M. VARGAS

ATTEST:

City Clerk, Nancy Salazar

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)
CITY OF PERRIS)

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, DO HEREBY CERTIFY that the foregoing Ordinance Number _____ was duly adopted by the City Council of the City of Perris at a regular meeting of said Council on the ___ day of _____, 2023, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

City Clerk, Nancy Salazar



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: February 14, 2023

SUBJECT: Consideration to Award Contract to Pyro Spectaculars Inc. for a City-sponsored 2023 Fireworks Show Event

REQUESTED ACTION: That the City Council 1) Award Contract to Pyro Spectaculars Inc., for a Total Contract Amount of \$35,000; and 2) Authorize the City Manager to Execute all Related Documents, Approved as to Form by the City Attorney

CONTACT: Arcenio Ramirez, Assistant Director of Community Services *AR*

BACKGROUND/DISCUSSION:

For the past several years, the City of Perris has been the title sponsor for the Perris Auto Speedway's annual July Fourth Firework Show with thousands of Perris residents in attendance. With ongoing City efforts to provide the Perris community with cultural events, programming, and enriching holiday celebrations, the City Council directed staff to inquire about the feasibility to host a City-sponsored Fourth of July Fireworks Show Event inclusive of a fireworks show, food vendors and a movie screening in the park, to be held on Saturday, July 1, 2023.

Staff researched and solicited three (3) estimates from three (3) different pyrotechnical companies. The first vendor, Fireworks America, submitted a proposal for \$30,000, but was not available for the requested scheduled date. The second vendor, Lasertainment, was unresponsive and did not provide a quote. The third vendor, Pyro Spectaculars, Inc., submitted a proposal for \$35,000, and is available on the requested scheduled date.

Pyro Spectaculars, Inc. is a family-owned and operated corporation since 1890 located in Rialto, California. Pyro Spectaculars, Inc., is highly regarded by other municipalities who use their services. Pyro Spectaculars, Inc., manufactures, designs and choreographs pyrotechnic performances in-house and are known for leveraging state-of-the art design technology, choreography skills, and effects integration. They have provided firework displays for hundreds of venues from the smallest carnival to massive award-winning productions in international competitions, as well as performed thousands of displays similar to the requirements of the City's production. Their seasoned professionals bring decades of live event production experience,

including supporting major touring productions, festivals, theme park installations, private events, and more.

Staff recommends that the City Council award a contract to Pyro Spectaculars, Inc. for the City-sponsored Fourth of July Fireworks Show Event to be hosted on Saturday, July 1, 2023.

BUDGET (or FISCAL) IMPACT:

The cost to award contract for the City of Perris Fourth of July Fireworks Show is \$35,000. The cost is to be appropriated from the City General Fund Fiscal Year 2022-2023.

Prepared by: Rachel Pinedo, Community Services Supervisor

REVIEWED BY: Crystal Lopez, Recreation and Public Services Manager *UL*

City Attorney _____

Assistant City Manager *MB*

Deputy City Manager *ER*

Attachments:

1. Bid Summary
2. Draft Agreement

Consent: X

Public Hearing:

Business Item:

Presentation:

Other:



CITY OF PERRIS
COMMUNITY SERVICES

ATTACHMENT 1:
Bid Summary



CITY OF PERRIS

COMMUNITY SERVICES

Bid Summary

Event:

Fourth of July Fireworks Show Event

Description:

Pyrotechnic Show Services

Contractor:

Price

1) Fireworks America	\$30,000 Not available for scheduled date
2) Lasertainment	No Response
3) Pyro Spectaculars, Inc.	\$35,000

PYRO SPECTACULARS

by Souza®

2023 Pyrotechnic Proposal



City of Perris

July 1, 2023



January 16, 2023

City of Perris
Rachel Pinedo
101 North D Street
Perris, CA 92570

Dear Ms. Pinedo,

Pyro Spectaculars, Inc. is happy to provide our pyrotechnic proposal for your July 1, 2023 event. The following proposal outlines your custom designed Program "A" for the amount of \$35,000.00.

Our full service program includes necessary preproduction services, the services of a licensed pyrotechnic operator, specialized crew, an electronic firing system, and pyrotechnic safety equipment used for support and protection. The price also includes insurance coverage, sales tax, and delivery. To help ensure public safety, we work directly with the local fire authority, and we apply for the necessary fireworks related permits. Our winning combination of products, people, and production capabilities help produce the best fireworks entertainment package for your event.

Your organization will be responsible for payment of permit fees and/or standby firemen fees, if any. The Fire Department may bill you directly for any additional standby fees for inspections. Your organization will also be responsible for providing the display location, necessary security for the display site, and other event permits.

Please review the enclosed Proposal, Product Synopsis, Production Agreement, and Scope of Work in detail. In order to reserve your program, it is imperative that you return the fully executed agreement and your initial payment to our office by April 3, 2023, the price firm date in your production agreement. The program, pricing, and show date may not be available beyond the price firm date.

If you wish to discuss your program or need more information, please call either me or your Customer Service Representative Carlos Madrigal at (909) 355-8120 ext. 211.

Sincerely,

PYRO SPECTACULARS, INC.

Sam Bruggema

Sam Bruggema
PYRO Show Producer

SB/ag

Enclosures

Pyro Spectaculars, Inc.

P.O. Box 2329, Rialto, CA 92377 Phone: (909) 355- 8120 Fax: (909) 355-9813

Product Synopsis • Pyrotechnic Proposal

City of Perris

PROGRAM A – July 1, 2023

\$35,000.00

Opening

<u>Description</u>	<u>Quantity</u>
◆ 3" Souza Designer Opening Salutes	60
Total of Opening	60

Main Body - Aerial Shells

<u>Description</u>	<u>Quantity</u>
◆ 3" Souza Designer Selections	200
◆ 4" Souza Designer Selections	150
◆ 5" Souza Designer Selections	78
Total of Main Body - Aerial Shells	428

Pyrotechnic Devices

<u>Description</u>	<u>Quantity</u>
◆ Sousa Diamond Line Custom Multishot Device	280 Shots
◆ Sousa Emerald Line Custom Multishot Device	55 Shots
◆ Sousa Pearl Line Custom Multishot Device	100 Shots
◆ Sousa Pearl Line Custom Multishot Device	200 Shots
Total of Pyrotechnic Devices	635

Grand Finale

<u>Description</u>	<u>Quantity</u>
◆ 2.5" Souza Designer Bombardment Shells	90
◆ 3" Souza Designer Bombardment Shells	60
◆ 4" Souza Designer Bombardment Shells	30
◆ 5" Souza Designer Bombardment Shells	18
Total of Grand Finale	198

Grand Total 1,321

Product descriptions are for specification of product quality, classification, and value. Final product selections will be based on availability, suitability, and overall artistic style.



PRODUCTION AGREEMENT

This agreement ("Agreement") is made this _____ day of _____, 2023 by and between Pyro Spectaculars, Inc., a California corporation, hereinafter referred to as ("PYRO"), and City of Perris, hereinafter referred to as ("CLIENT"). PYRO and CLIENT are sometimes referred to as "Party" or collectively as "Parties" herein.

1. **Engagement** - CLIENT hereby engages PYRO to provide to CLIENT one fireworks production ("Production"), and PYRO accepts such engagement upon all of the promises, terms and conditions hereinafter set forth. The Production shall be substantially as outlined in Program "A", attached hereto and incorporated herein by this reference.

1.1 **PYRO Duties** - PYRO shall provide all pyrotechnic equipment, trained pyrotechnicians, shipping, pyrotechnic products, application for specific pyrotechnic permits (the cost of which, including standby fees, shall be paid by CLIENT) relating to the Production, insurance covering the Production and the other things on its part to be performed, including preproduction services, all as more specifically set forth below in this Agreement and in the Scope of Work ("Scope of Work"), attached hereto, incorporated herein by this reference, and made a part of this Agreement as though set forth fully herein.

1.2 **CLIENT Duties** - CLIENT shall provide to PYRO a suitable site ("Site") for the Production, security for the Site as set forth in Paragraph 6 hereof, access to the Site, any permission necessary to utilize the Site for the Production, and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work. All Site arrangements are subject to PYRO's reasonable approval as to pyrotechnic safety, suitability, and security. All other conditions of the Site shall be the responsibility of CLIENT, including, but not limited to, access, use, control, parking and general safety with respect to the public, CLIENT personnel and other contractors.

2. **Time and Place** - The Production shall take place on July 1, 2023, at approximately 9:00 PM, at Morgan Park, Field Brush, 600 East Morgan Street, Perris, CA, Site.

3. **Fees, Interest, and Expenses** -

3.1 **Fee** - CLIENT agrees to pay PYRO a fee of \$35,000.00 USD (THIRTY-FIVE THOUSAND DOLLARS) ("Fee") for the Production. CLIENT shall pay to PYRO an initial payment ("Initial Payment") equal to 50 % of the Production Fee \$17,500.00 USD (SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS) plus estimated permit and standby fees, and other regulatory costs approximated at \$00.00 OR an amount to be determined, for a total of \$17,500.00, upon the execution of this Agreement by both parties but no later than April 3, 2023. The Initial Payment is a partial payment toward the preproduction services and costs set forth in the Scope of Work ("Preproduction Services and Costs".) The balance of the Fee shall be paid no later than July 3, 2023. CLIENT authorizes PYRO to receive and verify credit and financial information concerning CLIENT from any agency, person or entity including but not limited to credit reporting agencies. The "PRICE FIRM" date, the date by which the executed Agreement must be delivered to PYRO, is set forth in paragraph 20.

3.2 **Interest** - In the event that the Fee is not paid in a timely manner, CLIENT will be responsible for the payment of 1.5% interest per month or 18% annually on the unpaid balance. If litigation arises out of this Agreement, the prevailing party shall be entitled to reasonable costs incurred in connection with the litigation, including, but not limited to attorneys' fees.

3.3 **Expenses** - PYRO shall pay all normal expenses directly related to the Production including freight, insurance as outlined, pyrotechnic products, pyrotechnic equipment, experienced pyrotechnic personnel to set up and discharge the pyrotechnics and those additional items as outlined as PYRO's responsibility in the Scope of Work. CLIENT shall pay all costs related to the Production not supplied by PYRO including, but not limited to, those items outlined as CLIENT's responsibility in this Agreement and Scope of Work.

4. **Proprietary Rights** - PYRO represents and warrants that it owns all copyrights, including performance rights, to this Production, except that PYRO does not own CLIENT-owned material or third-party-owned material that has been included in the Production, and as to such CLIENT-owned and third-party-owned material, CLIENT assumes full responsibility therefore. CLIENT agrees that PYRO shall retain ownership of, and all copyrights and other rights to, the Production, except that PYRO shall not acquire or retain any ownership or other rights in or to CLIENT-owned material and third-party-owned material and shall not be responsible in any way for such material. If applicable, CLIENT consents to the use of CLIENT-owned material and represents that it has or will obtain any permission from appropriate third parties sufficient to authorize public exhibition of any such material in connection with this Production. PYRO reserves the ownership rights in its trade names that are used in or are a product of the Production. Any reproduction by sound, video or other duplication or recording process without the express written permission of PYRO is prohibited.

5. **Safety** - PYRO and CLIENT shall each comply with applicable federal, state and local laws and regulations and employ safety programs and measures consistent with recognized applicable industry standards and practices. At all times before and during the Production, it shall be within PYRO's sole discretion to determine whether or not the Production may be safely discharged or continued. It shall not constitute a breach of this Agreement by PYRO for fireworks to fail or malfunction, or for PYRO to determine that the Production cannot be discharged or continued as a result of any conditions or circumstances affecting safety beyond the reasonable control of PYRO.

6. **Security** - CLIENT shall provide adequate security personnel, barricades, and Police Department services as may be necessary to preclude individuals other than those authorized by PYRO from entering an area to be designated by PYRO as the area for the set-up and discharge of the Production, including a fallout area satisfactory to PYRO where the pyrotechnics may safely rise and any debris may safely fall. PYRO shall have no responsibility for monitoring or controlling CLIENT's other contractors, providers or volunteers; the public, areas to which the public or contractors have access; or any other public or contractor facilities associated with the Production.

7. **Cleanup** - PYRO shall be responsible for the removal of all equipment provided by PYRO and clean up of any live pyrotechnic debris made necessary by PYRO. CLIENT shall be responsible for any other clean up which may be required of the Production or set-up, discharge and fallout areas including any environmental clean-up.

8. **Permits** - PYRO agrees to apply for permits for the firing of pyrotechnics only from the Cal Fire, FAA, and USCG, if required. CLIENT shall be responsible for any fees associated with these permits including standby fees. CLIENT shall be responsible for obtaining any other necessary permits, paying associated fees, and making other appropriate arrangements for Police Departments, other Fire Departments, road closures, event/activity or land use permits or any permission or permit required by any Local, Regional, State or Federal Government.

9. **Insurance** - PYRO shall at all times during the performance of services herein ensure that the following insurance is maintained in connection with PYRO's performance of this Agreement: (1) commercial general liability insurance, including products, completed operations, and contractual liability under this Agreement; (2) automobile liability insurance, (3) workers' compensation insurance and employer liability insurance. Such insurance is to protect CLIENT from claims for bodily injury, including death, personal injury, and from claims of property damage, which may arise from PYRO's performance of this Agreement, only. The types and amounts of coverage shall be as set forth in the Scope of Work. Such insurance shall not include claims which arise from CLIENT's negligence or willful conduct or from failure of CLIENT to perform its obligations under this Agreement, coverage for which shall be provided by CLIENT.

The coverage of these policies shall be subject to reasonable inspection by CLIENT. Certificates of Insurance evidencing the required general liability coverage shall be furnished to CLIENT prior to the rendering of services hereunder and shall include that the following are named as additionally insured: CLIENT; Sponsors, Landowners, Barge Owners, if any; and Permitting Authorities, with respect to the operations of PYRO at the Production. Pyrotechnic subcontractors or providers, if any, not covered under policies of insurance required hereby, shall secure, maintain and provide their own insurance coverage with respect to their respective operations and services.

10. **Indemnification** - PYRO represents and warrants that it is capable of furnishing the necessary experience, personnel, equipment, materials, providers, and expertise to produce the Production in a safe and professional manner. Notwithstanding anything in this Agreement to the contrary, PYRO shall indemnify, hold harmless, and defend CLIENT and the additional insureds from and against any and all claims, actions, damages, liabilities and expenses, including but not limited to, attorney and other professional fees and court costs, in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of PYRO, their officers, agents, contractors, providers, or employees. CLIENT shall indemnify, hold harmless, and defend PYRO from and against any and all claims, actions, damages, liability and expenses, including but not limited to, attorney and other professional fees and court costs in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of CLIENT, its officers, agents, contractors, providers, or employees. In no event shall either party be liable for the consequential damages of the other party.

11. **Limitation of Damages for Ordinary Breach** - Except in the case of bodily injury and property damage as provided in the insurance and indemnification provisions of Paragraphs 9 and 10, above, in the event CLIENT claims that PYRO has breached this Agreement or was otherwise negligent in performing the Production provided for herein, CLIENT shall not be entitled to claim or recover monetary damages from PYRO beyond the amount CLIENT has paid to PYRO under this Agreement, and shall not be entitled to claim or recover any consequential damages from PYRO including, without limitation, damages for loss of income, business or profits.

12. **Force Majeure** - CLIENT agrees to assume the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of PYRO which may prevent the Production from being safely discharged on the scheduled date, which may cause the cancellation of any event for which CLIENT has purchased the Production, or which may affect or damage such portion of the exhibits as must be placed and exposed a necessary time before the Production. If, for any such reason, PYRO is not reasonably able to safely discharge the Production on the scheduled date, or at the scheduled time, or should any event for which CLIENT has purchased the Production be canceled as a result of such causes, CLIENT may (i) reschedule the Production and pay PYRO such sums as provided in Paragraph 13, or (ii) cancel the Production and pay PYRO such sums as provided in Paragraph 14, based upon when the Production is canceled.

13. **Rescheduling Of Event** - If CLIENT elects to reschedule the Production, PYRO shall be paid the original Fee plus all additional expenses made necessary by rescheduling plus a 15% service fee on such additional expenses. Said expenses will be invoiced separately and payment will be due in full within 5 days of receipt. CLIENT and PYRO shall agree upon the rescheduled date taking into consideration availability of permits, materials, equipment, transportation and labor. The Production shall be rescheduled for a date not more than 90 Days subsequent to the date first set for the Production. The Production shall not be rescheduled to a date, or for an event, that historically has involved a fireworks production. The Production shall not be rescheduled between June 15th and July 15th unless the original date was July 4th of that same year, or between December 15th and January 15th unless the original date was December 31st of the earlier year unless PYRO agrees that such rescheduling will not adversely affect normal business operations during those periods.

14. **Right To Cancel** - CLIENT shall have the option to unilaterally cancel the Production prior to the scheduled date. If CLIENT exercises this option, CLIENT agrees to pay to PYRO, as liquidated damages, the following percentages of the Fee as set forth in Paragraph 3.1. 1) 50% if cancellation occurs 30 or more days prior to the scheduled date, 2) 75% if cancellation occurs 15 to 29 days prior to the scheduled date, 3) 100% thereafter. In the event CLIENT cancels the Production, it will be impractical or extremely difficult to fix actual amount of PYRO's damages. The foregoing represents a reasonable estimate of the damages PYRO will suffer if CLIENT cancels the Production.

15. **No Joint Venture** - It is agreed, nothing in this Agreement or in PYRO's performance of the Production shall be construed as forming a partnership or joint venture between CLIENT and PYRO. PYRO shall be and is an independent contractor with CLIENT and not an employee of CLIENT. The Parties hereto shall be severally responsible for their own separate debts and obligations and neither Party shall be held responsible for any agreements or obligations not expressly provided for herein.

16. **Applicable Law** - This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with the laws of California. It is further agreed that the Central Judicial District of San Bernardino County, California, shall be proper venue for any such action. In the event that the scope of the Production is reduced by authorities having jurisdiction or by either Party for safety concerns, the full dollar amounts outlined in this Agreement are enforceable.

17. **Notices** - Any Notice to the Parties permitted or required under this Agreement may be given by mailing such Notice in the United States Mail, postage prepaid, first class, addressed as follows: PYRO - Pyro Spectaculars, Inc., P.O. Box 2329, Rialto, California, 92377, or for overnight delivery to 3196 N. Locust Avenue, Rialto, California 92377. CLIENT - City of Perris, 101 North D Street, Perris, CA 92570.

Pyro Spectaculars, Inc.
P.O. Box 2329
Rialto, CA 92377
Tel: 909-355-8120 :: Fax: 909-355-9813

City of Perris
Program A
July 1, 2023
Page 3 of 4

18. **Modification of Terms** – All terms of the Agreement are in writing and may only be modified by written agreement of both Parties hereto. Both Parties acknowledge they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement only.

19. **Severability** – If there is more than one CLIENT, they shall be jointly and severally responsible to perform CLIENT’s obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by CLIENT and after it is executed and accepted by PYRO at PYRO’s offices in Rialto, California. This Agreement may be executed in several counterparts, including faxed and emailed copies, each one of which shall be deemed an original against the Party executing same. This Agreement shall be binding upon the Parties hereto and upon their heirs, successors, executors, administrators and assigns.

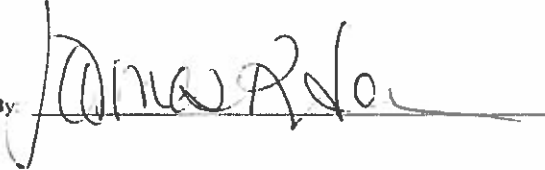
20. **Price Firm** – If any changes or alterations are made by CLIENT to this Agreement or if this Agreement is not executed by CLIENT and delivered to PYRO on or before the PRICE FIRM date shown below, or if the Initial Payment is not paid on or before the due date, then the price, date, and scope of the Production are subject to review and acceptance by PYRO for a period of 15 days following delivery to PYRO of the executed Agreement. In the event it is not accepted by PYRO, PYRO shall give CLIENT written notice, and this Agreement shall be void.

PRICE FIRM through April 3, 2023
EXECUTED AGREEMENT MUST BE DELIVERED TO PYRO BY THIS DATE.
See PRICE FIRM conditions, paragraph 20, above.

EXECUTED as of the date first written above:

PYRO SPECTACULARS, INC.

City of Perris

By: 

By: _____

Its: President

Its: _____

Date: 4/10/2023

Print Name

Date: _____

SHOW PRODUCER: Sam Bruggema

**SCOPE OF WORK
PYRO SPECTACULARS, INC. ("PYRO")
and
City of Perris
("CLIENT")**

Pyro shall provide the following goods and services to CLIENT:

- One Pyro Spectaculars, Inc., Production on **July 1, 2023**, at approximately **9:00 PM** at **Morgan Park, Field Brush, 600 East Morgan Street, Perris, CA.**
- All pyrotechnic equipment, trained pyrotechnicians, shipping, and pyrotechnic product.
- Preproduction Services and Costs for the Production, including advance acquisition of materials and products; design, engineering, programming, handling, staging, storage, and maintenance of products, props, and systems; preparation of drawings, diagrams, listings, schedules, inventory controls, choreography, and computer code; picking, packing, labeling, staging, and loading of equipment, materials, and systems; transportation, and logistics and crew scheduling and support; explosive storage magazines with legally mandated distances, surfaces, security, housekeeping, and access controls; and necessary and appropriate vehicles, including legally mandated insurance, including MCS90 explosives transportation coverage, parking, security, and maintenance.
- Application for specific pyrotechnic permits relating to the Production.
- Insurance covering the preproduction and Production as set forth in the Agreement with the following limits:

<u>Insurance Requirements</u>	<u>Limits</u>	
<u>Commercial General Liability</u>	\$1,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Business Auto Liability- Owned, Non-Owned and Hired Autos</u>	\$5,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Workers' Compensation</u>	Statutory	
<u>Employer Liability</u>	\$1,000,000	Per Occurrence

CLIENT shall provide to PYRO the following goods and services:

- All on-site labor costs, if any, not provided or performed by PYRO personnel including, but not limited to, local union requirements, all Site security, Police and Fire Dept. standby personnel, stagehands, electricians, audio and fire control monitors, carpenters, plumbers, clean-up crew. All these additional personnel and services shall be fully insured and the sole responsibility of CLIENT.
- Coordination and any applicable non-pyrotechnic permitting with the local, state or federal government that may hold authority within the Production.
- Costs of all permits required for the presentation of the Production and the event as a whole.
- Provision of a Safety Zone in accordance with applicable standards and all requirements of the authorities having jurisdiction throughout the entire time that the pyrotechnics are at the Site or the load site (if different) on the date of the Production and all set-up and load-out dates, including water security to keep unauthorized people, boats, etc. from entering the Safety Zone.
- General Services including, but not limited to, Site and audience security, fencing, adequate work light, dumpster accessibility, a secure office for PYRO personnel within the venue, secure parking for PYRO vehicles, access to washrooms, tents, equipment storage, hazmat storage, electrical power, fire suppression equipment, access to worksites, necessary credentialing, etc., will be required as necessary.

PYRO-SPECTACULARS Invoice

P.O. Box 2329 • Rialto, CA 92377 • (909) 365-8120

DATE	INVOICE #
1/16/2023	300

BILL TO
City of Perris Rachel Pinedo 101 North D Street Perris, CA 92570

SHIP TO

P.O. NO.	TERMS
	DUE: 4/3/2023

DESCRIPTION	AMOUNT
INITIAL PRODUCTION FEE FOR SPECIAL FIREWORKS DISPLAY PROGRAM "A" ON July 1, 2023	\$17,500.00
PAYMENT DUE: April 3, 2023	
FINAL PAYMENT DUE WILL BE INVOICED AT A LATER DATE	

Total	\$17,500.00
--------------	--------------------

CUSTOMER



CITY OF PERRIS
COMMUNITY SERVICES

ATTACHMENT 2: Draft Agreement

CITY OF PERRIS
CONTRACT SERVICES AGREEMENT FOR
A PYROTECHNIC SHOW ON JULY 1, 2023

This Contract Services Agreement ("Agreement") is made and entered into this 14 day of February, 2023, by and between the City of Perris, a municipal corporation ("City"), and Pyro Spectaculars, Inc., a [California Corporation] ("Vendor/Supplier").

NOW, THEREFORE, the parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as *Exhibit "A"* and incorporated herein by reference. Consultant warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as *Exhibit "B"* and incorporated herein by this reference. In the event of a conflict between the provisions of *Exhibit "B"* and any other provisions of this Agreement, the provisions of *Exhibit "B"* shall govern.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of the City and any federal, state or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Consultant shall obtain, at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of THIRTY-FIVE THOUSAND dollars (\$35,000) ("Contract Sum").

2.2 Method of Payment. Provided that Consultant is not in default under the terms of this Agreement, Consultant shall be paid upon receipt of an invoice, in a form approved by the City Manager, describing the services performed.

3.0 COORDINATION OF WORK

3.1 Representative of Consultant. [Sam Bruggema] is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work or services specified herein and make all decisions in connection therewith.

3.2 Contract Officer. The City's City Manager is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith ("Contract Officer"). The City may designate another Contract Officer by providing written notice to Consultant.

3.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

3.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth on *Exhibit "A"*. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City.

4.0 INSURANCE AND INDEMNIFICATION

4.1 Insurance. Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,00.00 per occurrence for all covered losses and no less than \$2,000,000.00 general aggregate.

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than \$1,000,000.00 per accident, combined single limit. Said policy shall include coverage for owned, non owned, leased and hired cars.

(d) Professional Liability or Error and Omissions Insurance. A policy of errors and omissions insurance in an amount not less than \$1,000,000.00 per claim with respect to loss arising from the actions of Consultant performing professional services hereunder on behalf of the City.

All of the above policies of insurance shall be primary insurance. The general liability policy shall name the City, its officers, employees and agents ("City Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the City and the City's Parties and their respective insurers. All of said policies of insurance shall provide that said insurance may be not cancelled without providing thirty (30) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled or amended, Consultant shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 4.1 to the Contract Officer. No work or services under this Agreement shall commence until Consultant has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City.

Consultant agrees that the provisions of this Section 4.1 shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances.

In the event that the Consultant is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to this Section 4.1.

4.2 Indemnification.

(a) Indemnity for Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees of subcontractors (or any entity or individual for which Consultant shall bear legal liability) in the performance of professional services under this Agreement.

(b) Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City and City's Parties from and against any liability

(including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

5.0 TERM

5.1 Term. Unless earlier terminated in accordance with Section 5.2 below, this Agreement shall continue in full force and effect until [July 2, 2023].

5.2 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of the notice of termination, the Consultant shall immediately cease all work or services hereunder except as may be specifically approved by the Contract Officer. In the event of termination by the City, Consultant shall be entitled to compensation for all services rendered prior to the effectiveness of the notice of termination and for such additional services specifically authorized by the Contract Officer and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

6.0 MISCELLANEOUS

6.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through it, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

6.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

6.3 Conflict of Interest. No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any state statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. When requested by the Contract Officer, prior to the City's execution of this Agreement, Consultant shall provide the City with an executed statement of economic interest.

6.4 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first class mail, in the case of the City, to the City Manager and to

the attention of the Contract Officer, City of Perris, 101 North "D" Street, Perris, CA 92570, and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement.

6.5 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

6.6 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and that this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by a writing signed by both parties.

6.7 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

6.8 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.9 Attorneys' Fees. If either party to this Agreement is required to initiate, defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment.

6.10 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

ATTEST: "CITY"
CITY OF PERRIS

By: _____
Nancy Salazar, City Clerk

By: _____
Clara Miramontes, City Manager

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By: _____
Robert Khuu, City Attorney

"CONSULTANT"
Pyro Spectaculars, a [California Corporation]

By: _____
Signature
Sam Bruggema – Show Producer
Print Name and Title

(Corporations require two signatures; *one from each* of the following: A. Chairman of Board, President, any Vice President; *AND B.* Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Chief Financial Officer.)

[END OF SIGNATURES]

EXHIBIT "A"

SCOPE OF SERVICES

[Please see attached]

**SCOPE OF WORK
PYRO SPECTACULARS, INC. ("PYRO")
and
City of Perris
("CLIENT")**

Pyro shall provide the following goods and services to CLIENT:

- One Pyro Spectaculars, Inc., Production on **July 1, 2023**, at approximately **9:00 PM** at **Morgan Park, Field Brush, 600 East Morgan Street, Perris, CA.**
- All pyrotechnic equipment, trained pyrotechnicians, shipping, and pyrotechnic product.
- Preproduction Services and Costs for the Production, including advance acquisition of materials and products; design, engineering, programming, handling, staging, storage, and maintenance of products, props, and systems; preparation of drawings, diagrams, listings, schedules, inventory controls, choreography, and computer code; picking, packing, labeling, staging, and loading of equipment, materials, and systems; transportation, and logistics and crew scheduling and support; explosive storage magazines with legally mandated distances, surfaces, security, housekeeping, and access controls; and necessary and appropriate vehicles, including legally mandated insurance, including MCS90 explosives transportation coverage, parking, security, and maintenance.
- Application for specific pyrotechnic permits relating to the Production.
- Insurance covering the preproduction and Production as set forth in the Agreement with the following limits:

<u>Insurance Requirements</u>	<u>Limits</u>	
<u>Commercial General Liability</u>	\$1,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Business Auto Liability- Owned, Non-Owned and Hired Autos</u>	\$5,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Workers' Compensation</u>	Statutory	
<u>Employer Liability</u>	\$1,000,000	Per Occurrence

CLIENT shall provide to PYRO the following goods and services:

- All on-site labor costs, if any, not provided or performed by PYRO personnel including, but not limited to, local union requirements, all Site security, Police and Fire Dept. standby personnel, stagehands, electricians, audio and fire control monitors, carpenters, plumbers, clean-up crew. All these additional personnel and services shall be fully insured and the sole responsibility of CLIENT.
- Coordination and any applicable non-pyrotechnic permitting with the local, state or federal government that may hold authority within the Production.
- Costs of all permits required for the presentation of the Production and the event as a whole.
- Provision of a Safety Zone in accordance with applicable standards and all requirements of the authorities having jurisdiction throughout the entire time that the pyrotechnics are at the Site or the load site (if different) on the date of the Production and all set-up and load-out dates, including water security to keep unauthorized people, boats, etc. from entering the Safety Zone.
- General Services including, but not limited to, Site and audience security, fencing, adequate work light, dumpster accessibility, a secure office for PYRO personnel within the venue, secure parking for PYRO vehicles, access to washrooms, tents, equipment storage, hazmat storage, electrical power, fire suppression equipment, access to worksites, necessary credentialing, etc., will be required as necessary.

Product Synopsis • Pyrotechnic Proposal

City of Perris

PROGRAM A – July 1, 2023

\$35,000.00

Opening

<u>Description</u>	<u>Quantity</u>
◆ 3" Souza Designer Opening Salutes	60
Total of Opening	60

Main Body - Aerial Shells

<u>Description</u>	<u>Quantity</u>
◆ 3" Souza Designer Selections	200
◆ 4" Souza Designer Selections	150
◆ 5" Souza Designer Selections	78
Total of Main Body - Aerial Shells	428

Pyrotechnic Devices

<u>Description</u>	<u>Quantity</u>
◆ Sousa Diamond Line Custom Multishot Device	280 Shots
◆ Sousa Emerald Line Custom Multishot Device	55 Shots
◆ Sousa Pearl Line Custom Multishot Device	100 Shots
◆ Sousa Pearl Line Custom Multishot Device	200 Shots
Total of Pyrotechnic Devices	635

Grand Finale

<u>Description</u>	<u>Quantity</u>
◆ 2.5" Souza Designer Bombardment Shells	90
◆ 3" Souza Designer Bombardment Shells	60
◆ 4" Souza Designer Bombardment Shells	30
◆ 5" Souza Designer Bombardment Shells	18
Total of Grand Finale	198

Grand Total 1,321

Product descriptions are for specification of product quality, classification, and value. Final product selections will be based on availability, suitability, and overall artistic style.



EXHIBIT "B"

SPECIAL REQUIREMENTS

[Please see attached]

PRODUCTION AGREEMENT

This agreement ("Agreement") is made this _____ day of _____, 2023 by and between Pyro Spectaculars, Inc., a California corporation, hereinafter referred to as ("PYRO"), and City of Perris, hereinafter referred to as ("CLIENT"). PYRO and CLIENT are sometimes referred to as "Party" or collectively as "Parties" herein.

1. **Engagement** - CLIENT hereby engages PYRO to provide to CLIENT one fireworks production ("Production"), and PYRO accepts such engagement upon all of the promises, terms and conditions hereinafter set forth. The Production shall be substantially as outlined in Program "A", attached hereto and incorporated herein by this reference.

1.1 **PYRO Duties** - PYRO shall provide all pyrotechnic equipment, trained pyrotechnicians, shipping, pyrotechnic products, application for specific pyrotechnic permits (the cost of which, including standby fees, shall be paid by CLIENT) relating to the Production, insurance covering the Production and the other things on its part to be performed, including preproduction services, all as more specifically set forth below in this Agreement and in the Scope of Work ("Scope of Work"), attached hereto, incorporated herein by this reference, and made a part of this Agreement as though set forth fully herein.

1.2 **CLIENT Duties** - CLIENT shall provide to PYRO a suitable site ("Site") for the Production, security for the Site as set forth in Paragraph 6 hereof, access to the Site, any permission necessary to utilize the Site for the Production, and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work. All Site arrangements are subject to PYRO's reasonable approval as to pyrotechnic safety, suitability, and security. All other conditions of the Site shall be the responsibility of CLIENT, including, but not limited to, access, use, control, parking and general safety with respect to the public, CLIENT personnel and other contractors.

2. **Time and Place** - The Production shall take place on July 1, 2023, at approximately 9:00 PM, at Morgan Park, Field Brush, 600 East Morgan Street, Perris, CA, Site.

3. **Fees, Interest, and Expenses** -

3.1 **Fee** - CLIENT agrees to pay PYRO a fee of ~~\$35,000.00~~ USD (**THIRTY-FIVE THOUSAND DOLLARS**) ("Fee") for the Production. CLIENT shall pay to PYRO an initial payment ("Initial Payment") equal to 50 % of the Production Fee ~~\$17,500.00~~ USD (**SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS**) plus estimated permit and standby fees, and other regulatory costs approximated at ~~\$00.00~~ OR an amount to be determined, for a total of ~~\$17,500.00~~, upon the execution of this Agreement by both parties but no later than April 3, 2023. The Initial Payment is a partial payment toward the preproduction services and costs set forth in the Scope of Work ("Preproduction Services and Costs".) The balance of the Fee shall be paid no later than July 3, 2023. CLIENT authorizes PYRO to receive and verify credit and financial information concerning CLIENT from any agency, person or entity including but not limited to credit reporting agencies. The "PRICE FIRM" date, the date by which the executed Agreement must be delivered to PYRO, is set forth in paragraph 20.

3.2 **Interest** - In the event that the Fee is not paid in a timely manner, CLIENT will be responsible for the payment of 1.5% interest per month or 18% annually on the unpaid balance. If litigation arises out of this Agreement, the prevailing party shall be entitled to reasonable costs incurred in connection with the litigation, including, but not limited to attorneys' fees.

3.3 **Expenses** - PYRO shall pay all normal expenses directly related to the Production including freight, insurance as outlined, pyrotechnic products, pyrotechnic equipment, experienced pyrotechnic personnel to set up and discharge the pyrotechnics and those additional items as outlined as PYRO's responsibility in the Scope of Work. CLIENT shall pay all costs related to the Production not supplied by PYRO including, but not limited to, those items outlined as CLIENT's responsibility in this Agreement and Scope of Work.

4. **Proprietary Rights** - PYRO represents and warrants that it owns all copyrights, including performance rights, to this Production, except that PYRO does not own CLIENT-owned material or third-party-owned material that has been included in the Production, and as to such CLIENT-owned and third-party-owned material, CLIENT assumes full responsibility therefore. CLIENT agrees that PYRO shall retain ownership of, and all copyrights and other rights to, the Production, except that PYRO shall not acquire or retain any ownership or other rights in or to CLIENT-owned material and third-party-owned material and shall not be responsible in any way for such material. If applicable, CLIENT consents to the use of CLIENT-owned material and represents that it has or will obtain any permission from appropriate third parties sufficient to authorize public exhibition of any such material in connection with this Production. PYRO reserves the ownership rights in its trade names that are used in or are a product of the Production. Any reproduction by sound, video or other duplication or recording process without the express written permission of PYRO is prohibited.

5. **Safety** - PYRO and CLIENT shall each comply with applicable federal, state and local laws and regulations and employ safety programs and measures consistent with recognized applicable industry standards and practices. At all times before and during the Production, it shall be within PYRO's sole discretion to determine whether or not the Production may be safely discharged or continued. It shall not constitute a breach of this Agreement by PYRO for fireworks to fail or malfunction, or for PYRO to determine that the Production cannot be discharged or continued as a result of any conditions or circumstances affecting safety beyond the reasonable control of PYRO.

6. **Security** - CLIENT shall provide adequate security personnel, barricades, and Police Department services as may be necessary to preclude individuals other than those authorized by PYRO from entering an area to be designated by PYRO as the area for the set-up and discharge of the Production, including a fallout area satisfactory to PYRO where the pyrotechnics may safely rise and any debris may safely fall. PYRO shall have no responsibility for monitoring or controlling CLIENT's other contractors, providers or volunteers; the public; areas to which the public or contractors have access; or any other public or contractor facilities associated with the Production.

7. **Cleanup** - PYRO shall be responsible for the removal of all equipment provided by PYRO and clean up of any live pyrotechnic debris made necessary by PYRO. CLIENT shall be responsible for any other clean up which may be required of the Production or set-up, discharge and fallout areas including any environmental clean-up.

8. **Permits** - PYRO agrees to apply for permits for the firing of pyrotechnics only from the Cal Fire, FAA, and USCG, if required. CLIENT shall be responsible for any fees associated with these permits including standby fees. CLIENT shall be responsible for obtaining any other necessary permits, paying associated fees, and making other appropriate arrangements for Police Departments, other Fire Departments, road closures, event/activity or land use permits or any permission or permit required by any Local, Regional, State or Federal Government.

9. **Insurance** - PYRO shall at all times during the performance of services herein ensure that the following insurance is maintained in connection with PYRO's performance of this Agreement: (1) commercial general liability insurance, including products, completed operations, and contractual liability under this Agreement; (2) automobile liability insurance, (3) workers' compensation insurance and employer liability insurance. Such insurance is to protect CLIENT from claims for bodily injury, including death, personal injury, and from claims of property damage, which may arise from PYRO's performance of this Agreement, only. The types and amounts of coverage shall be as set forth in the Scope of Work. Such insurance shall not include claims which arise from CLIENT's negligence or willful conduct or from failure of CLIENT to perform its obligations under this Agreement, coverage for which shall be provided by CLIENT.

The coverage of these policies shall be subject to reasonable inspection by CLIENT. Certificates of Insurance evidencing the required general liability coverage shall be furnished to CLIENT prior to the rendering of services hereunder and shall include that the following are named as additionally insured: CLIENT; Sponsors, Landowners, Barge Owners, if any; and Permitting Authorities, with respect to the operations of PYRO at the Production. Pyrotechnic subcontractors or providers, if any, not covered under policies of insurance required hereby, shall secure, maintain and provide their own insurance coverage with respect to their respective operations and services.

10. **Indemnification** - PYRO represents and warrants that it is capable of furnishing the necessary experience, personnel, equipment, materials, providers, and expertise to produce the Production in a safe and professional manner. Notwithstanding anything in this Agreement to the contrary, PYRO shall indemnify, hold harmless, and defend CLIENT and the additional insureds from and against any and all claims, actions, damages, liabilities and expenses, including but not limited to, attorney and other professional fees and court costs, in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of PYRO, their officers, agents, contractors, providers, or employees. CLIENT shall indemnify, hold harmless, and defend PYRO from and against any and all claims, actions, damages, liability and expenses, including but not limited to, attorney and other professional fees and court costs in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of CLIENT, its officers, agents, contractors, providers, or employees. In no event shall either party be liable for the consequential damages of the other party.

11. **Limitation of Damages for Ordinary Breach** - Except in the case of bodily injury and property damage as provided in the insurance and indemnification provisions of Paragraphs 9 and 10, above, in the event CLIENT claims that PYRO has breached this Agreement or was otherwise negligent in performing the Production provided for herein, CLIENT shall not be entitled to claim or recover monetary damages from PYRO beyond the amount CLIENT has paid to PYRO under this Agreement, and shall not be entitled to claim or recover any consequential damages from PYRO including, without limitation, damages for loss of income, business or profits.

12. **Force Majeure** - CLIENT agrees to assume the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of PYRO which may prevent the Production from being safely discharged on the scheduled date, which may cause the cancellation of any event for which CLIENT has purchased the Production, or which may affect or damage such portion of the exhibits as must be placed and exposed a necessary time before the Production. If, for any such reason, PYRO is not reasonably able to safely discharge the Production on the scheduled date, or at the scheduled time, or should any event for which CLIENT has purchased the Production be canceled as a result of such causes, CLIENT may (i) reschedule the Production and pay PYRO such sums as provided in Paragraph 13, or (ii) cancel the Production and pay PYRO such sums as provided in Paragraph 14, based upon when the Production is canceled.

13. **Rescheduling Of Event** - If CLIENT elects to reschedule the Production, PYRO shall be paid the original Fee plus all additional expenses made necessary by rescheduling plus a 15% service fee on such additional expenses. Said expenses will be invoiced separately and payment will be due in full within 5 days of receipt. CLIENT and PYRO shall agree upon the rescheduled date taking into consideration availability of permits, materials, equipment, transportation and labor. The Production shall be rescheduled for a date not more than 90 Days subsequent to the date first set for the Production. The Production shall not be rescheduled to a date, or for an event, that historically has involved a fireworks production. The Production shall not be rescheduled between June 15th and July 15th unless the original date was July 4th of that same year, or between December 15th and January 15th unless the original date was December 31st of the earlier year unless PYRO agrees that such rescheduling will not adversely affect normal business operations during those periods.

14. **Right To Cancel** - CLIENT shall have the option to unilaterally cancel the Production prior to the scheduled date. If CLIENT exercises this option, CLIENT agrees to pay to PYRO, as liquidated damages, the following percentages of the Fee as set forth in Paragraph 3.1. 1) 50% if cancellation occurs 30 or more days prior to the scheduled date, 2) 75% if cancellation occurs 15 to 29 days prior to the scheduled date, 3) 100% thereafter. In the event CLIENT cancels the Production, it will be impractical or extremely difficult to fix actual amount of PYRO's damages. The foregoing represents a reasonable estimate of the damages PYRO will suffer if CLIENT cancels the Production.

15. **No Joint Venture** - It is agreed, nothing in this Agreement or in PYRO's performance of the Production shall be construed as forming a partnership or joint venture between CLIENT and PYRO. PYRO shall be and is an independent contractor with CLIENT and not an employee of CLIENT. The Parties hereto shall be severally responsible for their own separate debts and obligations and neither Party shall be held responsible for any agreements or obligations not expressly provided for herein.

16. **Applicable Law** - This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with the laws of California. It is further agreed that the Central Judicial District of San Bernardino County, California, shall be proper venue for any such action. In the event that the scope of the Production is reduced by authorities having jurisdiction or by either Party for safety concerns, the full dollar amounts outlined in this Agreement are enforceable.

17. **Notices** - Any Notice to the Parties permitted or required under this Agreement may be given by mailing such Notice in the United States Mail, postage prepaid, first class, addressed as follows: PYRO - Pyro Spectaculars, Inc., P.O. Box 2329, Rialto, California, 92377, or for overnight delivery to 3196 N. Locust Avenue, Rialto, California 92377. CLIENT - City of Perris, 101 North D Street, Perris, CA 92570.

Pyro Spectaculars, Inc.
P.O. Box 2329
Rialto, CA 92377
Tel: 909-355-8120 ::: Fax: 909-355-9813

"EXHIBIT B"

City of Perris
Program A
July 1, 2023
Page 3 of 4

18. **Modification of Terms** – All terms of the Agreement are in writing and may only be modified by written agreement of both Parties hereto. Both Parties acknowledge they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement only.

19. **Severability** – If there is more than one CLIENT, they shall be jointly and severally responsible to perform CLIENT's obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by CLIENT and after it is executed and accepted by PYRO at PYRO's offices in Rialto, California. This Agreement may be executed in several counterparts, including faxed and emailed copies, each one of which shall be deemed an original against the Party executing same. This Agreement shall be binding upon the Parties hereto and upon their heirs, successors, executors, administrators and assigns.

20. **Price Firm** – If any changes or alterations are made by CLIENT to this Agreement or if this Agreement is not executed by CLIENT and delivered to PYRO on or before the PRICE FIRM date shown below, or if the Initial Payment is not paid on or before the due date, then the price, date, and scope of the Production are subject to review and acceptance by PYRO for a period of 15 days following delivery to PYRO of the executed Agreement. In the event it is not accepted by PYRO, PYRO shall give CLIENT written notice, and this Agreement shall be void.

PRICE FIRM through April 3, 2023
EXECUTED AGREEMENT MUST BE DELIVERED TO PYRO BY THIS DATE.
See PRICE FIRM conditions, paragraph 20, above.

EXECUTED as of the date first written above:

PYRO SPECTACULARS, INC.

City of Perris

By: 

By: _____

Its: President

Its: _____

Date: 7/10/2023

Print Name

Date: _____

SHOW PRODUCER: Sam Bruggema

EXHIBIT "C"

SCHEDULE OF COMPENSATION

The City agrees to pay Vendor a fee of \$35,000.00 USD (THIRTY-FIVE THOUSAND DOLLARS) for the Production. City shall pay to Vendor an initial payment ("Initial Payment") equal to 50 % of the Production Fee \$17,500.00 USD (SEVENTEEN THOUSAND DOLLARS) plus estimated permit and standby fees, and other regulatory costs approximated at \$00.00 OR an amount to be determined, for a total of \$17,500.00, upon the execution of this Agreement by both parties by no later than April 3, 2023.

The balance of \$17,500.00 USD (SEVENTEEN THOUSAND DOLLARS) shall be paid no later than July 3, 2023, see attached.

PYRO-SPECTACULARS Invoice

P.O. Box 2329 • Rialto, CA 92377 • (909) 355-8120

DATE	INVOICE #
1/16/2023	300

BILL TO

**City of Perris
Rachel Pinedo
101 North D Street
Perris, CA 92570**

SHIP TO

P.O. NO.	TERMS
	DUE: 4/3/2023

DESCRIPTION	AMOUNT
INITIAL PRODUCTION FEE FOR SPECIAL FIREWORKS DISPLAY PROGRAM "A" ON July 1, 2023	\$17,500.00
PAYMENT DUE: April 3, 2023	
FINAL PAYMENT DUE WILL BE INVOICED AT A LATER DATE	

Total \$17,500.00

CUSTOMER



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: February 14, 2023

SUBJECT: Road Closure for Conduit Trenching

REQUESTED ACTION: Approve the requested Road Closure on San Jacinto Avenue between Perris Boulevard and D Street for 2 Nights.

CONTACT: Stuart E. McKibbin, Contract City Engineer

BACKGROUND/DISCUSSION:

On Wednesday February 1st, 2023, the engineering department received a road closure request from International Paving Services, Inc. The closure will be on San Jacinto Avenue between Perris Boulevard and D Street. The closure is necessary to expand conduit to the new server room at 11 S. D Street.

The engineering department has reviewed International Paving Services, Inc. Traffic Control Plan and has deemed the closure necessary. The closure will occur for two nights (9pm to 5am) to be determined by the contractor and is necessary because the trenching will cross San Jacinto Avenue and will not leave adequate space to safely allow through traffic. Daytime operations are not feasible due to the required spacing for traffic control outlined in the MUTCD and the volume of traffic. The closure is not only for the safety of the public, but also for the safety of the construction crews. Residents and neighboring businesses will be notified twice. Once two weeks prior, and again three days before the road closure. The engineering department recommends council to approve the road closure. The dates will be determined by contractor after council approval. The contractor shall notify all emergency services, trash pickup company, school district(s), and post office prior to road closures.

BUDGET (or FISCAL) IMPACT:

No fiscal impact.

Prepared by: Jesse Gauf, Assistant Engineer

REVIEWED BY:

City Attorney _____

Assistant City Manager UMB

Deputy City Manager ER

Attachments:

1. Vicinity Map
2. Traffic Control Plan (Due to size the Traffic Control Plan is available on file at the City Clerk's Office or at this link: <https://www.cityofperris.org/government/city-council/council-meetings>)

Consent: Yes

Public Hearing:

Business Item:

Presentation:

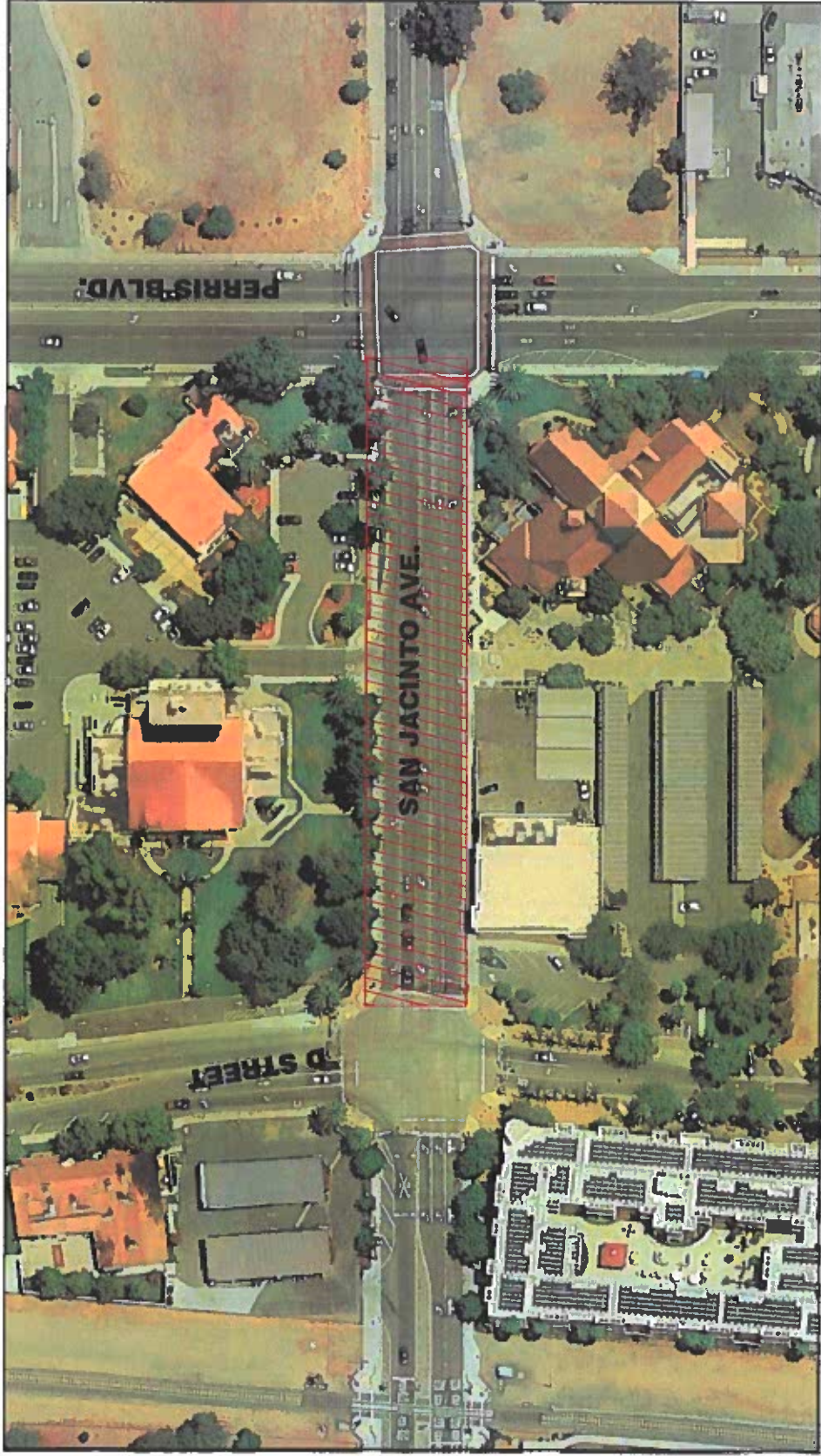
Other:

ATTACHMENT 1

[Vicinity Map]

CITY OF PERRIS - ROAD CLOSURE SAN JACINTO AVE

VICINITY MAP



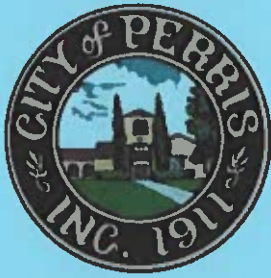
LEGEND:
 WORK AREA

TRI LAKE
CONSULTANTS, INC.
CITY ENGINEER
S.C. - DATE 03/17/22



ATTACHMENT 2

[Traffic Control Plan (Due to size the Traffic Control Plan is available on file at the City Clerk's Office or at this link: <https://www.cityofperris.org/government/city-council/council-meetings>)]



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: February 14, 2023

SUBJECT: Revisions to TUMF Improvement and Credit/Reimbursement Agreement with IDIL Perris North 3 L.P., for improvements required for Perris Logistics Center North.

REQUESTED ACTION: The City Council approve the revisions to the TUMF Credit Reimbursement Agreement, and authorize the City Manager to execute the Agreement.

CONTACT: Stuart E. McKibbin, Contract City Engineer

BACKGROUND/DISCUSSION:

On May 10, 2022, the Council approved the TUMF Credit Reimbursement Agreement between the Western Riverside Council of Governments (WRCOG), IDIL Perris North 3, L.P., and the City of Perris authorizing up to \$11,398,173.00 in TUMF credit, associated with the construction of improvements required of the Perris Logistics Center North. City required IDIL Perris North 3 L.P. to widen Case Road (800' north of Ellis Avenue to I-215), and associated improvements, including, the bridge over the San Jacinto River, traffic signals, storm drain, and railroad crossing, to accommodate the development of the Perris Logistic Center North (Project). Case Road and Case Road Bridge are included in the WRCOG TUMF Nexus Study 2016 update. Since the improvements are to be completed by Developer, Developer has the opportunity to enter into a TUMF Credit & Reimbursement Agreement with WRCOG.

The calculation of the TUMF obligation fees as well as the maximum TUMF credits included in the May 10, 2022, staff report and agreement were based on the 2021 TUMF values. WRCOG updates the TUMF Network costs on an annual basis, to account for the Construction Cost Index (CCI) adjustments. The TUMF obligation and maximum TUMF credits for the TUMF Network Improvements on Case Road, utilizing the January 2023 values have been revised as follows:

Case Rd.(800' N/O Ellis Ave. to I-215) has a TUMF eligible cost of \$16,074,847.46
 Case Rd. Bridge over the San Jacinto River has a TUMF eligible cost of \$534,000.
Total TUMF reimbursable cost: \$16,608,847.46

The Developer's TUMF fees based on 2,840,999 sq. ft. of high-cube warehouse/distribution center is \$ \$2,616,572.93, for all three buildings. Therefore, the revised attached TUMF Credit Reimbursement Agreement reflects the current maximum TUMF credit of \$13,992,274.53, for the Case Rd. Improvements, per the TUMF Network.

TUMF Reimbursement Summary

2023 TUMF Credit (Goetz to I-215)	\$ 16,074,847.46
2023 TUMF Credit (Bridge over San Jacinto River)	\$ 534,000.00
Total TUMF Reimbursable Cost	\$ 16,608,847.46
TUMF Obligation for IDIL Perris North 3, L.P.	<u>\$ (2,616,572.93)</u>
Total Available for Reimbursement from WRCOG	\$ 13,992,274.53

Staff considered the difference in the TUMF credit reimbursement amount, previously calculated at \$11,398,173 vs. the updated calculation of \$13,992,274.53 (a difference of \$2,594,101.53) a substantive change, and for this reason, the TUMF Reimbursement Agreement is presented to Council for approval.

BUDGET (or FISCAL) IMPACT:

None to the City. The Agreement implements the credit authorization under the TUMF Program.

Prepared by: Grace Alvarez, Special Projects Manager

REVIEWED BY:

City Attorney _____

Assistant City Manager *UB*

Deputy City Manager *ER*

Attachments:

1. Vicinity Map
2. Revised TUMF Credit Reimbursement Agreement

Consent: X

Public Hearing:

Business Item:

Presentation:

Other:

ATTACHMENT 1

[Vicinity Map]

IDIL PERRIS NORTH 3, LP - CITY OF PERRIS IDIL TUMF FACILITY CREDIT REIMBURSEMENT AGREEMENT

VICINITY MAP



TRI LAKE
CONSULTANTS, INC.
CITY ENGINEER
SC - DME 04/20/22

LEGEND:
ROADS TO BE IMPROVED



ATTACHMENT 2

[Revised TUMF Credit Reimbursement Agreement]

**IMPROVEMENT AND CREDIT / REIMBURSEMENT AGREEMENT
TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM**

This **IMPROVEMENT AND CREDIT AGREEMENT** (“Agreement”) is entered into this 31st day of January 2023, by and between the City of Perris, a California municipal corporation (“CITY”), the Western Riverside Council of Governments, a joint powers CITY, (“WRCOG”) and IDIL PERRIS NORTH 3, L.P. a limited partnership, with its principal place of business at 840 Apollo Street, Suite 343, El Segundo, CA 90245 (“Developer”). CITY and Developer are sometimes hereinafter referred to individually as “Party” and collectively as “Parties”.

RECITALS

WHEREAS, Developer owns 215.7 acres of real property located within the City of Perris, California, which is more specifically described in the legal description set forth in Exhibit “A”, attached hereto and incorporated herein by this reference (“Property”);

WHEREAS, Developer has requested from CITY certain entitlements and/or permits for the construction of improvements on the Property, which are more particularly described as development of approximately 2,840,999 square feet of industrial/warehouses in three buildings, City has required Developer to construct certain Case Road (800’ North of Ellis Avenue to I-215) street improvements, including traffic signals, storm drain, railroad crossings, and bridge improvements to accommodate the development of the Plan ultimately selected by the Developer (“Project”);

WHEREAS, the CITY is a member CITY of WRCOG, a joint powers CITY comprised of the County of Riverside and 18 cities located in Western Riverside County. WRCOG is the administrator for the Transportation Uniform Mitigation Fee (“TUMF”) Program;

WHEREAS, as part of the TUMF Program, the CITY has adopted “Transportation Uniform Mitigation Fee Nexus Study: 2016 Update” (“2016 Nexus Study”)

WHEREAS, as a condition to CITY’s approval of the Project, CITY has required Developer to construct certain street and transportation system improvement(s) of regional importance (“TUMF Improvements”);

WHEREAS, pursuant to the TUMF Program, the CITY requires Developer to pay the TUMF which covers the Developer’s fair share of the costs to deliver those TUMF Improvements that help mitigate the Project’s traffic impacts and burdens on the Regional System of Highways and Arterials (also known as the “TUMF Network”), generated by the Project and that are necessary to protect the safety, health and welfare of persons that travel to and from the Project using the TUMF Network;

WHEREAS, the TUMF Improvements have been designated as having Regional or Zonal Significance as further described in the 2016 Nexus Study and the 5 year Transportation Improvement Program as may be amended;

WHEREAS, CITY, WRCOG and Developer now desire to enter into this Agreement for the following purposes: (1) to provide for the timely delivery of the TUMF Improvements, (2) to

ensure that delivery of the TUMF Improvements is undertaken as if the TUMF Improvements were constructed under the direction and authority of the CITY, (3) to provide a means by which the Developer's costs for project delivery of the TUMF Improvements and related right-of-way is offset against Developer's obligation to pay the applicable TUMF for the Project in accordance with the TUMF Administrative Plan adopted by WRCOG, and (4) to provide a means, subject to the separate approval of WRCOG, for Developer to be reimbursed to the extent the actual and authorized costs for the delivery of the TUMF Improvements exceeds Developer's TUMF obligation.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, Developer and CITY hereby agree as follows:

TERMS

1.0 **Incorporation of Recitals.** The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.

2.0 **Construction of TUMF Improvements.** Developer shall construct or have constructed at its own cost, expense, and liability certain street and transportation system improvements generally described as **Case Road (800' North of Ellis Avenue to I-215) street improvements, including traffic signals, storm drain, railroad crossings, and bridge improvements,** and as shown more specifically on the plans, profiles, and specifications which have been or will be prepared by or on behalf of Developer and approved by CITY, and which are incorporated herein by this reference ("TUMF Improvements"). Construction of the TUMF Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. Developer shall be responsible for the replacement, relocation, or removal of any component of any existing public or private improvement in conflict with the construction or installation of the TUMF Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of CITY and the owner of such improvement. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary to fully and adequately complete the TUMF Improvements.

2.1 **Pre-approval of Plans and Specifications.** Developer is prohibited from commencing work on any portion of the TUMF Improvements until all plans and specifications for the TUMF Improvements have been submitted to and approved by CITY. Approval by CITY shall not relieve Developer from ensuring that all TUMF Improvements conform with all other requirements and standards set forth in this Agreement.

2.2 **Permits and Notices.** Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the TUMF Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer.

2.3 Public Works Requirements. In order to insure that the TUMF Improvements will be constructed as if they had been constructed under the direction and supervision, or under the authority of, CITY, Developer shall comply with all of the following requirements with respect to the construction of the TUMF Improvements:

(a) Developer shall obtain bids for the construction of the TUMF Improvements, in conformance with the standard procedures and requirements of CITY with respect to its public works projects, or in a manner which is approved by the Public Works Department.

(b) The contract or contracts for the construction of the TUMF Improvements shall be awarded to the responsible bidder(s) submitting the lowest responsive bid(s) for the construction of the TUMF Improvements.

(c) Developer shall require, and the specifications and bid and contract documents shall require, all such contractors to pay prevailing wages (in accordance with Articles 1 and 2 of Chapter 1, Part 7, Division 2 of the Labor Code) and to otherwise comply with applicable provisions of the Labor Code, the Government Code and the Public Contract Code relating to public works projects of cities/counties and as required by the procedures and standards of CITY with respect to the construction of its public works projects or as otherwise directed by the Public Works Department.

(d) All such contractors shall be required to provide proof of insurance coverage throughout the term of the construction of the TUMF Improvements which they will construct in conformance with CITY's standard procedures and requirements.

(e) Developer and all such contractors shall comply with such other requirements relating to the construction of the TUMF Improvements which CITY may impose by written notification delivered to Developer and each such contractor at any time, either prior to the receipt of bids by Developer for the construction of the TUMF Improvements, or, to the extent required as a result of changes in applicable laws, during the progress of construction thereof.

Developer shall provide proof to CITY, at such intervals and in such form as CITY may require that the foregoing requirements have been satisfied as to the TUMF Improvements.

2.4 Quality of Work; Compliance With Laws and Codes. The construction plans and specifications for the TUMF Improvements shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. The TUMF Improvements shall be completed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with CITY, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.5 Standard of Performance. Developer and its contractors, if any, shall perform all work required, constructing the TUMF Improvements in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors

shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

2.6 Alterations to TUMF Improvements. All work shall be done and the TUMF Improvements completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation it is determined that the public interest requires alterations in the TUMF Improvements, Developer shall undertake such design and construction changes as may be reasonably required by CITY. Any and all alterations in the plans and specifications and the TUMF Improvements to be completed may be accomplished without first giving prior notice thereof to Developer's surety for this Agreement.

3.0 Maintenance of TUMF Improvements. CITY shall not be responsible or liable for the maintenance or care of the TUMF Improvements until CITY approves and accepts them. CITY shall exercise no control over the TUMF Improvements until accepted. Any use by any person of the TUMF Improvements, or any portion thereof, shall be at the sole and exclusive risk of Developer at all times prior to CITY's acceptance of the TUMF Improvements. Developer shall maintain all of the TUMF Improvements in a state of good repair until they are completed by Developer and approved and accepted by CITY, and until the security for the performance of this Agreement is released. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by CITY. If Developer fails to properly prosecute its maintenance obligation under this section, CITY may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. CITY shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the TUMF Improvements or their condition prior to acceptance. In no event shall WRCOG be responsible for the maintenance, operation or care of the TUMF Improvements

4.0 Fees and Charges. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of the construction of the TUMF Improvements, including, but not limited to, all plan check, design review, engineering, inspection, sewer treatment connection fees, and other service or impact fees established by CITY.

5.0 CITY Inspection of TUMF Improvements. Developer shall, at its sole cost, expense, and liability, and at all times during construction of the TUMF Improvements, maintain reasonable and safe facilities and provide safe access for inspection by CITY of the TUMF Improvements and areas where construction of the TUMF Improvements is occurring or will occur.

6.0 Liens. Upon the expiration of the time for the recording of claims of liens as prescribed by Sections 8412 and 8414 of the Civil Code with respect to the TUMF Improvements, Developer shall provide to CITY such evidence or proof as CITY shall require that all persons, firms and corporations supplying work, labor, materials, supplies and equipment to the construction of the TUMF Improvements, have been paid, and that no claims of liens have been recorded by or on behalf of any such person, firm or corporation. Rather than await the expiration of the said time for the recording of claims of liens, Developer may elect to provide to CITY a title insurance policy

or other security acceptable to CITY guaranteeing that no such claims of liens will be recorded or become a lien upon any of the Property.

7.0 Acceptance of TUMF Improvements; As-Built or Record Drawings. If the TUMF Improvements are properly completed by Developer and approved by CITY, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, CITY shall be authorized to accept the TUMF Improvements. CITY may, in its sole and absolute discretion, accept fully completed portions of the TUMF Improvements prior to such time as all of the TUMF Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the TUMF Improvements. Upon the total or partial acceptance of the TUMF Improvements by CITY, Developer shall file with the Recorder's Office of the County of Riverside a notice of completion for the accepted TUMF Improvements in accordance with California Civil Code sections 8182, 8184, 9204, and 9208 ("Notice of Completion"), at which time the accepted TUMF Improvements shall become the sole and exclusive property of CITY without any payment therefore. Notwithstanding the foregoing, CITY may not accept any TUMF Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the CITY for all such TUMF Improvements. The drawings shall be certified and shall reflect the condition of the TUMF Improvements as constructed, with all changes incorporated therein.

8.0 Warranty and Guarantee. Developer hereby warrants and guarantees all the TUMF Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of the TUMF Improvements, for a period of one (1) year following completion of the work and acceptance by CITY ("Warranty"). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the TUMF Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of CITY, and to the approval of CITY. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any TUMF Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following CITY's acceptance of the repaired, replaced, or reconstructed TUMF Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any TUMF Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.

9.0 Administrative Costs. If Developer fails to construct and install all or any part of the TUMF Improvements, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to CITY for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

10.0 Default; Notice; Remedies.

10.1 Notice. If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if CITY determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, CITY may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation (“Notice”). Developer shall substantially commence the work required to remedy the default or violation within five (5) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, CITY may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon CITY’s issuance of the Notice, Developer and its surety shall be liable to CITY for all costs of construction and installation of the TUMF Improvements and all other administrative costs or expenses as provided for in this Section 10.0 of this Agreement.

10.2 Failure to Remedy; CITY Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to CITY within the time frame contained in the Notice, CITY may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. CITY’s right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any of the TUMF Improvements at the time of CITY’s demand for performance. In the event CITY elects to complete or arrange for completion of the remaining work and the TUMF Improvements, CITY may require all work by Developer or its surety to cease in order to allow adequate coordination by CITY.

10.3 Other Remedies. No action by CITY pursuant to this Section 10.0 et seq. of this Agreement shall prohibit CITY from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. CITY may exercise its rights and remedies independently or cumulatively, and CITY may pursue inconsistent remedies. CITY may institute an action for damages, injunctive relief, or specific performance.

11.0 Security; Surety Bonds. Prior to the commencement of any work on the TUMF Improvements, Developer or its contractor shall provide CITY with surety bonds in the amounts and under the terms set forth below (“Security”). The amount of the Security shall be based on the estimated actual costs to construct the TUMF Improvements, as determined by CITY after Developer has awarded a contract for construction of the TUMF Improvements to the lowest responsive and responsible bidder in accordance with this Agreement (“Estimated Costs”). If CITY determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer or its contractor shall adjust the Security in the amount requested by CITY. Developer’s compliance with this Section 11.0 et seq. of this Agreement shall in no way limit or modify Developer’s indemnification obligation provided in Section 12.0 of this Agreement.

11.1 Performance Bond. To guarantee the faithful performance of the TUMF Improvements and all the provisions of this Agreement, to protect CITY if Developer is in default as set forth in Section 10.0 et seq. of this Agreement, and to secure the one-year guarantee and

warranty of the TUMF Improvements, Developer or its contractor shall provide CITY a faithful performance bond in an amount which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The CITY may, in its sole and absolute discretion, partially release a portion or portions of the security provided under this section as the TUMF Improvements are accepted by CITY, provided that Developer is not in default on any provision of this Agreement and the total remaining security is not less than ten percent (10%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period, or any extension thereof as provided in Section 11.0 of this Agreement, provided that Developer is not in default on any provision of this Agreement.

11.2 Labor & Material Bond. To secure payment to the contractors, subcontractors, laborers, materialmen, and other persons furnishing labor, materials, or equipment for performance of the TUMF Improvements and this Agreement, Developer or its contractor shall provide CITY a labor and materials bond in an amount which sum shall not be less than one hundred percent (100%) of the Estimated Costs. The security provided under this section may be released by written authorization of CITY after six (6) months from the date CITY accepts the TUMF Improvements. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which CITY is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of CITY's anticipated administrative and legal expenses arising out of such claims.

11.3 Additional Requirements. The surety for any surety bonds provided as Security shall have a current A.M. Best rating of at least "A" and FSC-VIII, shall be licensed to do business in California, and shall be satisfactory to CITY. As part of the obligation secured by the Security and in addition to the face amount of the Security, Developer, its contractor or the surety shall secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by CITY in enforcing the obligations of this Agreement. Developer, its contractor and the surety shall stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the TUMF Improvements, or the plans and specifications for the TUMF Improvements shall in any way affect its obligation on the Security.

11.4 Evidence and Incorporation of Security. Evidence of the Security shall be provided on the forms set forth in Exhibit "B", unless other forms are deemed acceptable by the CITY, and when such forms are completed to the satisfaction of CITY, the forms and evidence of the Security shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

12.0 Indemnification. Developer shall defend, indemnify, and hold harmless CITY, the Western Riverside Council of Governments (WRCOG), their elected officials, board members, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental CITY, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its employees, contractors, or agents in connection with the performance of this Agreement, or arising out of or in any way related to or caused by the TUMF Improvements or their condition prior to CITY's approval and acceptance of the TUMF Improvements ("Claims"). This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney fees,

and related costs or expenses, and the reimbursement of CITY, WRCOG, their elected officials, board members, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any Claim which is caused solely and exclusively by the negligence or willful misconduct of CITY as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by CITY, WRCOG, their elected officials, board members, employees, or agents.

13.0 Insurance.

13.1 Types; Amounts. Developer shall procure and maintain, and shall require its contractors to procure and maintain, during performance of this Agreement, insurance of the types and in the amounts described below ("Required Insurance"). If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit.

13.1.1 General Liability. Occurrence form general liability insurance at least as broad as Insurance Services Office Form CG 00 01, or equivalent form, with an occurrence limit of Two Million Dollars (\$2,000,000) and aggregate limit of Four Million Dollars (\$4,000,000) for bodily injury, personal injury, and property damage.

13.1.2 Business Automobile Liability. Business automobile liability insurance at least as broad as Insurance Services Office Form CA 00 01 (coverage symbol 1 – any auto), or equivalent form, with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any auto owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

13.1.3 Workers' Compensation. Workers' compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence, at all times during which insured retains employees.

13.1.4 Professional Liability. For any consultant or other professional who will engineer or design the TUMF Improvements, liability insurance for errors and omissions with limits not less than Two Million Dollars (\$2,000,000) per occurrence, shall be procured and maintained for a period of five (5) years following completion of the TUMF Improvements. Such insurance shall be endorsed to include contractual liability.

13.2 Deductibles. Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its elected officials, officers, employees, agents, and volunteers; or (b) Developer and its contractors shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

13.3 Additional Insured; Separation of Insureds. The Required Insurance, except for the professional liability and workers' compensation insurance, shall name CITY, WRCOG, their elected officials, board members, officers, employees, and agents as additional insureds with respect to work performed by or on behalf of Developer or its contractors, including any materials, parts, or equipment furnished in connection therewith. For Required Insurance provided by Developer's contractors, WRCOG shall be added as an additional insured using ISO CG 2038 or an exact equivalent. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to CITY, WRCOG, their elected officials, board members, officers, employees, or agents.

13.4 Primary Insurance; Waiver of Subrogation. The Required Insurance, except for the professional liability and workers' compensation insurance shall be primary with respect to any insurance or self-insurance programs covering CITY, WRCOG, their elected officials, board members, officers, employees, or agents. The Required Insurance, except for the professional liability insurance, shall provide that the insurance company waives all right of recovery by way of subrogation against CITY and WRCOG in connection with any damage or harm covered by such policy.

13.5 Certificates; Verification. Developer and its contractors shall furnish CITY with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by CITY before work pursuant to this Agreement can begin. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

13.6 Term; Cancellation Notice. Developer and its contractors shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or endorsement which will expire prior to that date. All policies shall be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on thirty (30) days' prior written notice to CITY. If such notice of cancellation endorsements are unavailable, Developer shall provide such thirty (30) days' written notice of cancellation.

13.7 Insurer Rating. Unless approved in writing by CITY, all Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least "A" and FSC-VIII.

14.0 TUMF Credit.

14.1 Developer's TUMF Obligation. Developer hereby agrees and accepts that as of the date of this Agreement, the amount Developer is obligated to pay to CITY pursuant to Ordinance No. (City's TUMF Ordinance 1352 of the Transportation Uniform Mitigation Fee) as part of the TUMF Program is **Two Million Six Hundred Sixteen Thousand Five Hundred Seventy Two and Ninety Three Cents (\$2,616,0572.93)** ("TUMF Obligation"). This TUMF Obligation shall be initially determined under the TUMF fee schedule in effect for the CITY at the time the Developer submits a building permit application for the TUMF Improvement. Notwithstanding, this TUMF Obligation does not have to be paid until the Certificate of Occupancy is obtained.

14.2 Fee Adjustments. Notwithstanding the foregoing, Developer agrees that this Agreement shall not estop CITY from adjusting the TUMF in accordance with the provisions of Ordinance No. 1352.

14.3 Credit Offset Against TUMF Obligation. Pursuant to Ordinance No. 1352 and in consideration for Developer's obligation under this Agreement for the delivery of TUMF Improvements, credit shall be applied by CITY to offset the TUMF Obligation ("Credit") subject to adjustment and reconciliation under Section 14.5 of this agreement. Developer hereby agrees that the amount of the Credit shall be applied after Developer has initiated the process of project delivery of TUMF Improvements to the lowest responsible bidder in accordance with this Agreement. Developer further agrees that the dollar amount of the Credit shall be equal to the lesser of: (A) the bid amount set forth in the contract awarded to the lowest responsible bidder, or (B) the unit cost assumptions for the TUMF Improvement in effect at the time of the contract award, as such assumptions are identified and determined in the most recent TUMF Nexus Study and the TUMF Administrative Plan adopted by WRCOG ("Unit Cost Assumptions").

The bid amount and the Unit Cost Assumptions shall hereafter be collectively referred to as "Estimated Credit". At no time will the Credit exceed the Developer's TUMF Obligation. If the dollar amount of the Estimated Credit exceeds the dollar amount of the TUMF Obligation, Developer will be deemed to have completely satisfied its TUMF Obligation for the Project and may apply for a reimbursement agreement, to the extent applicable, as provided in Section 14.6 of this Agreement. If the dollar amount of the Estimated Credit is less than the dollar amount of the TUMF Obligation, the Developer agrees the Credit shall be applied to offset the TUMF Obligation as follows:

(i) For residential units in the Project, the Credit shall be applied to all residential units to offset and/or satisfy the TUMF Obligation. The residential units for which the TUMF Obligation has been offset and/or satisfied by use of the Credit, and the amount of offset applicable to each unit, shall be identified in the notice provided to the Developer by CITY pursuant to this section.

(ii) For commercial and industrial structures in the Project, the Credit shall be applied to all commercial and industrial development to offset and/or satisfy the TUMF Obligation. The commercial or industrial structure(s) for which the TUMF Obligation has been offset and/or satisfied by use of the Credit, and the amount of offset applicable to such structure(s), shall be identified in the notice provided to the Developer by CITY pursuant to this section.

CITY shall provide Developer written notice of the determinations that CITY makes pursuant to this section, including how the Credit is applied to offset the TUMF Obligation as described above.

14.4 Verified Cost of the TUMF Improvements. Upon recordation of the Notice of Completion for the TUMF Improvements and acceptance of the TUMF Improvements by CITY, Developer shall submit to the CITY Public Works Director the information set forth in the attached Exhibit "C". The CITY Public Works Director, or his or her designee, shall use the information provided by Developer to calculate the total actual costs incurred by Developer in delivering the

TUMF Improvements covered under this Agreement (“Verified Costs”). The CITY Public Works Director will use his or her best efforts to determine the amount of the Verified Costs and provide Developer written notice thereof within thirty (30) calendar days of receipt of all the required information from Developer. The CITY may request that WRCOG calculate the amount of the Verified Cost. In this case, the CITY shall provide WRCOG written notice and all necessary documentation and allow WRCOG fifteen (15) days to determine costs. CITY will notify the Developer within the previous thirty (30) day deadline

14.5 Reconciliation; Final Credit Offset Against TUMF Obligation. The Developer is aware of and accepts the fact that Credits are speculative and conceptual in nature. The actual amount of Credit that shall be applied by CITY to offset the TUMF Obligation shall be equal to the lesser of: (A) the Verified Costs or (B) Unit Cost Assumptions for the TUMF Improvements as determined in accordance with Section 14.3 of this Agreement (“Actual Credit”). No Actual Credit will be awarded until the Verified Costs are determined through the reconciliation process. Please be advised that while a Developer may use an engineer’s estimates in order to estimate Credits for project planning purposes, the Actual Credit awarded will only be determined by the reconciliation process.

(a) TUMF Balance. If the dollar amount of the Actual Credit is less than the dollar amount of the TUMF Obligation, the CITY Public Works Director shall provide written notice to Developer of the amount of the difference owed (“TUMF Balance”) and Developer shall pay the TUMF Balance in accordance with (insert appropriate reference for city or county) to fully satisfy the TUMF Obligation (see Exhibit “F” - Example “A”).

(b) TUMF Reimbursement. If the dollar amount of the Actual Credit exceeds the TUMF Obligation, Developer will be deemed to have fully satisfied the TUMF Obligation for the Project and may apply for a reimbursement agreement, to the extent applicable, as provided in Section 14.6 of this Agreement. CITY shall provide Developer written notice of the determinations that CITY makes pursuant to this section (see Exhibit “F” - Example “B”).

(c) TUMF Overpayment. If the dollar amount of the Actual Credit exceeds the Estimated Credit, but is less than the TUMF Obligation, but the Actual Credit plus additional monies collected by CITY from Developer for the TUMF Obligation exceed the TUMF Obligation (“TUMF Overpayment”), Developer will be deemed to have fully satisfied the TUMF Obligation for the Project and may be entitled to a refund. The CITY’s Public Works Director shall provide written notice to WRCOG and the Developer of the amount of the TUMF Overpayment and CITY shall direct WRCOG to refund the Developer in accordance with CITY Agreement (see Exhibit “F” - Example C).

14.6 Reimbursement Agreement. If authorized under either Section 14.3 or Section 14.5 Developer may apply to CITY and WRCOG for a reimbursement agreement for the amount by which the Actual Credit exceeds the TUMF Obligation, as determined pursuant to Section 14.3 of this Agreement, Ordinance No. 1352, and the TUMF Administrative Plan adopted by WRCOG (“Reimbursement Agreement”). If CITY and WRCOG agree to a Reimbursement Agreement with Developer, the Reimbursement Agreement shall be executed on the form set forth in Exhibit “D,” and shall contain the terms and conditions set forth therein. The Parties agree that the Reimbursement Agreement shall be subject to all terms and conditions of this Agreement, and that

upon execution, an executed copy of the Reimbursement Agreement shall be attached hereto and shall be incorporated herein as a material part of this Agreement as though fully set forth herein.

15.0 Miscellaneous.

15.1 Assignment. Developer may, as set forth herein, assign all or a portion of its rights pursuant to this Agreement to a purchaser of a portion or portions of the Property ("Assignment"). Developer and such purchaser and assignee ("Assignee") shall provide to CITY such reasonable proof as it may require that Assignee is the purchaser of such portions of the Property. Any assignment pursuant to this Section shall not be effective unless and until Developer and Assignee have executed an assignment agreement with CITY in a form reasonably acceptable to CITY, whereby Developer and Assignee agree, except as may be otherwise specifically provided therein, to the following: (1) that Assignee shall receive all or a portion of Developer's rights pursuant to this Agreement, including such credit as is determined to be applicable to the portion of the Property purchased by Assignee pursuant to Section 14.0 et seq. of this Agreement, and (2) that Assignee shall be bound by all applicable provisions of this Agreement.

15.2 Relationship Between the Parties. The Parties hereby mutually agree that this Agreement shall not operate to create the relationship of partnership, joint venture, or CITY between or among CITY, WRCOG and Developer. Developer's contractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of CITY. This Agreement shall be interpreted and administered in a manner consistent with the TUMF Administrative Plan in effect at the time this Agreement is executed.

15.3 Warranty as to Property Ownership; Authority to Enter Agreement. Developer hereby warrants that it owns fee title to the Property and that it has the legal capacity to enter into this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

15.4 Prohibited Interests. Developer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Developer, to solicit or secure this Agreement. Developer also warrants that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Developer, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon the making of this Agreement. For breach of this warranty, CITY shall have the right to rescind this Agreement without liability.

15.5 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To WRCOG:

Western Riverside Council of Governments
3390 University Avenue, Suite 200
Riverside, CA 92501
Attention: Executive Director
Telephone: (951) 405-6700
Fax No. (951) 223-9720

City of Perris 101 N. D Street
Perris, CA 92570
Attention: Clara Miramontes
City Manager
Phone (951) 943-6100

To Developer: IDIL Perris North 3, L.P.
840 Apollo Street, Suite 343
El Segundo, CA 90245
Attn: Brian Caris

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

15.6 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

15.7 Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Developer include all personnel, employees, agents, and contractors of Developer, except as otherwise specified in this Agreement. All references to CITY include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

15.8 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

15.9 Termination. This Agreement shall terminate 10 years after the Effective Date, unless extended in writing by the Parties. In addition, this Agreement shall terminate 5 years after

the Effective Date in the event that the TUMF Improvements as specified in the Credit Agreement is not commenced within 5 years of the Effective Date.

15.9.1 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

15.9.2 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

15.9.3 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

15.9.4 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

15.9.5 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Riverside, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

15.9.6 Time is of the Essence. Time is of the essence in this Agreement, and the Parties agree to execute all documents and proceed with due diligence to complete all covenants and conditions.

15.9.7 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

15.9.8 Entire Agreement. This Agreement contains the entire agreement between CITY and Developer and supersedes any prior oral or written statements or agreements between CITY and Developer.

[SIGNATURES OF PARTIES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

DEVELOPER:
IDIL Perris North 3, L.P.

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

**WESTERN RIVERSIDE COUNCIL OF
GOVERNMENT:**

By: _____

Its: Executive Director- _____

ATTEST:

By: _____

Its: _____

CITY OF PERRIS:

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY
[ATTACH BEHIND THIS PAGE]

EXHIBIT "A-1"

EXHIBIT A-1

LEGAL DISCRIPTION

TENTATIVE PARCEL MAP NO. 37998, BEING A DIVISION OF THE FOLLOWING:

PARCEL 1:

PARCEL 1 AS SHOWN ON LOT LINE ADJUSTMENT NO. 99-0130, AS EVIDENCED BY DOCUMENT RECORDED FEBRUARY 16, 2000 AS INSTRUMENT NO. [2000-058251](#) OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER, SAID CORNER BEING ON THE CENTER LINE OF REDLANDS AVENUE (FORMERLY KITCHING STREET), AS SHOWN BY RECORD OF SURVEY ON FILE IN [BOOK 62 OF RECORD OF SURVEYS AT PAGES 61 AND 62](#) THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTH 00° 10' 39" EAST ALONG SAID CENTERLINE OF REDLANDS AVENUE, A DISTANCE OF 823.38 FEET;

NORTH 89° 49' 21" EAST, A DISTANCE OF 44.00 FEET FOR THE TRUE POINT OF BEGINNING, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF REDLANDS AVENUE CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED MAY 6, 1963 AS INSTRUMENT NO. [46411](#), OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE NORTH 00° 10' 39" WEST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 753.38 FEET TO THE SOUTHWEST CORNER OF PARCEL 4270-2 OF SAID RECORD OF SURVEY;

THENCE NORTH 89° 49' 59" EAST ALONG THE SOUTH LINE OF SAID PARCEL 4270-2, A DISTANCE OF 973.37 FEET;

THENCE SOUTH 52° 05' 22" WEST, A DISTANCE OF 1230.76 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2:

PARCEL 2 AS SHOWN ON LOT LINE ADJUSTMENT NO. 99-0130, AS EVIDENCED BY DOCUMENT RECORDED FEBRUARY 16, 2000 AS INSTRUMENT NO. [2000-058251](#) OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER, SAID CORNER BEING ON THE CENTER LINE OF REDLANDS AVENUE (FORMERLY KITCHING STREET), AS SHOWN BY RECORD OF SURVEY ON FILE IN [BOOK 62 OF RECORD OF SURVEYS AT PAGES 61 AND 62](#) THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTH 00° 10' 39" EAST ALONG SAID CENTERLINE OF REDLANDS AVENUE, A

EXHIBIT A-2

DISTANCE OF 823.38 FEET;

THENCE NORTH 89° 49' 21" EAST, A DISTANCE OF 44.00 FEET FOR THE TRUE POINT OF BEGINNING, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF REDLANDS AVENUE CONVEYED TO THE

COUNTY OF RIVERSIDE BY DEED RECORDED MAY 6, 1963 AS INSTRUMENT NO. [46411](#); OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTH 00° 10' 39" EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1816.45 FEET TO A POINT ON THE CENTERLINE OF ELLIS AVENUE (60.00 FEET IN WIDTH);

THENCE NORTH 89° 49' 34" EAST ALONG SAID CENTER LINE, A DISTANCE OF 669.71 FEET; THENCE NORTH 00° 10' 26" WEST, A DISTANCE OF 64.00 FEET;

THENCE NORTH 52° 05' 22" EAST, A DISTANCE OF 2409.79 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF MURRIETA ROAD (60.00 FEET IN WIDTH);

THENCE NORTH 89° 42' 28" EAST, A DISTANCE OF 30.00 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 32, SAID POINT ALSO BEING ON THE CENTERLINE OF SAID MURRIETA ROAD;

THENCE NORTH 00° 17' 32" WEST ALONG SAID EAST LINE AND ALONG SAID CENTERLINE, A DISTANCE OF 740.84 FEET TO THE MOST SOUTHERLY CORNER OF SAID PARCEL 4270-2;

THENCE NORTH 51° 49' 22" WEST ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 4270-2, A DISTANCE OF 340.13 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 365.00 FEET;

THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE AND ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 38° 20' 39", AN ARC DISTANCE OF 244.27 FEET;

THENCE SOUTH 89° 49' 59" WEST TANGENT TO SAID CURVE AND ALONG THE SOUTH LINE OF SAID PARCEL 4270-2, A DISTANCE OF 1137.54 FEET;

THENCE SOUTH 52° 05' 22" WEST, A DISTANCE OF 1230.76 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 3:

PARCEL 3 AS SHOWN ON LOT LINE ADJUSTMENT NO. 99-0130, AS EVIDENCED BY DOCUMENT RECORDED FEBRUARY 16, 2000 AS INSTRUMENT NO. [2000-058251](#) OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 32, TOGETHER WITH THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, CALIFORNIA, SAID PORTIONS BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER, SAID
EXHIBIT A-3

CORNER BEING ON THE CENTER LINE REDLANDS AVENUE (FORMERLY KITCHING STREET), AS SHOWN BY RECORD OF SURVEY ON FILE IN **BOOK 62 OF RECORD OF SURVEYS AT PAGES 61 AND 62** THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTH 00° 10' 39" EAST, A DISTANCE OF 823.38 FEET;

THENCE NORTH 89° 49' 21" EAST, A DISTANCE OF 44.00 FEET, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF REDLANDS AVENUE CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED MAY 6, 1963 AS INSTRUMENT NO. **46411**, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTH 00° 10' 39" EAST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 1816.45 FEET TO A POINT ON THE CENTERLINE OF ELLIS AVENUE (60.00 FEET IN WIDTH);

THENCE NORTH 89° 49' 34" EAST ALONG SAID CENTER LINE, A DISTANCE OF 669.71 FEET FOR THE TRUE POINT OF BEGINNING;

THENCE NORTH 00° 10' 26" WEST, A DISTANCE OF 64.00 FEET;

THENCE NORTH 52° 05' 22" EAST, A DISTANCE OF 2409.79 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF MURRIETA ROAD (60.00 FEET IN WIDTH);

THENCE NORTH 89° 42' 28" EAST, A DISTANCE OF 30.00 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 32, SAID POINT ALSO BEING ON THE CENTERLINE OF SAID MURRIETA ROAD;

THENCE NORTH 00° 17' 32" WEST ALONG SAID EAST LINE AND ALONG SAID CENTERLINE, A DISTANCE OF 440.71 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33;

THENCE NORTH 89° 58' 42" EAST ALONG THE SOUTH LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 373.52 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF PARCEL 4270-1 OF SAID RECORD OF SURVEY;

THENCE SOUTH 51° 49' 22" EAST ALONG SAID PARCEL 4270-1, A DISTANCE OF 2566.04 FEET;

THENCE SOUTH 38° 08' 42" WEST, A DISTANCE OF 339.49 FEET;

THENCE SOUTH 41° 33' 24" WEST, A DISTANCE OF 130.70 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT NORTHERLY 30.00 FEET, MEASURED AT A RIGHT ANGLE, FROM SAID ELLIS AVENUE;

THENCE NORTH 89° 58' 12" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 762.51 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 33;

THENCE SOUTH 00° 10' 46" EAST ALONG SAID WEST LINE, A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 33, SAID POINT ALSO BEING ON THE CENTERLINE OF SAID ELLIS AVENUE (60.00 FEET IN WIDTH);

THENCE NORTH 89° 58' 12" WEST ALONG SAID SOUTH LINE AND ALONG SAID CENTERLINE,
EXHIBIT A-4

A DISTANCE OF 660.90 FEET TO THE SOUTHEAST CORNER OF THE EAST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33;

THENCE NORTH 00° 14' 09" WEST ALONG THE EAST LINE OF SAID EAST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 44.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT NORTHERLY 44.00 FEET, MEASURED AT A RIGHT ANGLE, FROM SAID CENTERLINE OF ELLIS AVENUE;

THENCE NORTH 89° 58' 12" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 330.47 FEET TO A POINT ON THE WEST LINE OF SAID EAST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER;

THENCE SOUTH 00° 15' 51" EAST ALONG SAID WEST LINE OF THE EAST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 44.00 FEET TO A POINT ON SAID CENTER LINE OF ELLIS AVENUE;

THENCE NORTH 89° 58' 12" WEST ALONG SAID CENTERLINE, A DISTANCE OF 330.45 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 33;

THENCE SOUTH 89° 49' 34" WEST ALONG THE SOUTH LINE OF SAID SECTION 32 AND ALONG SAID CENTERLINE OF ELLIS AVENUE, A DISTANCE OF 1938.92 FEET TO THE TRUE POINT OF BEGINNING.

APN: 310-170-006, 310-170-007, 310-170-008 and 310-220-050

EXHIBIT A-5

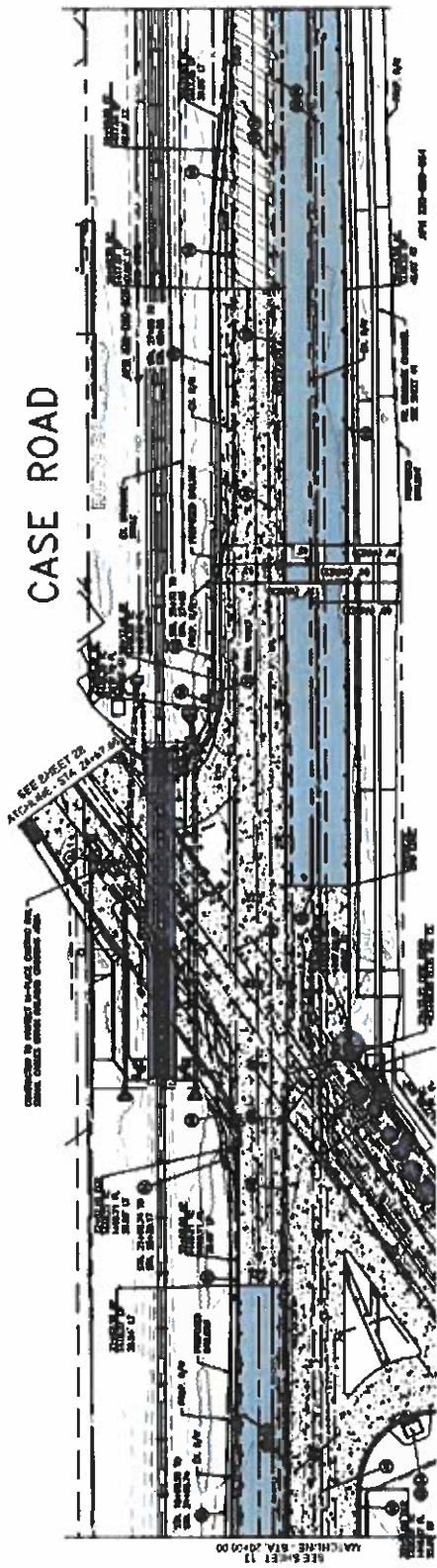
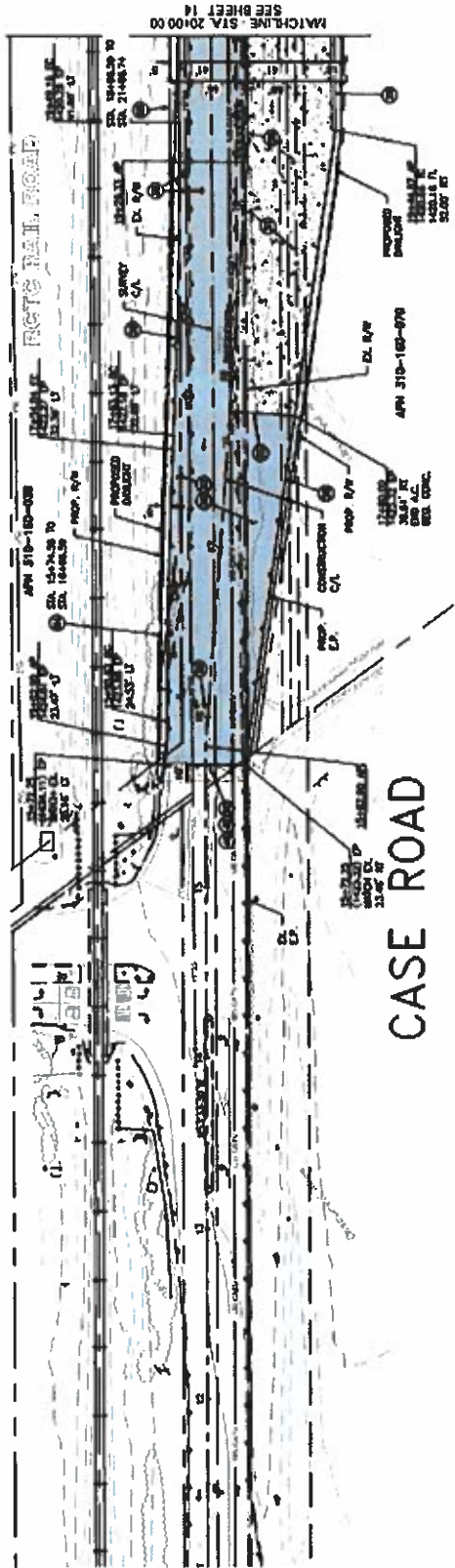
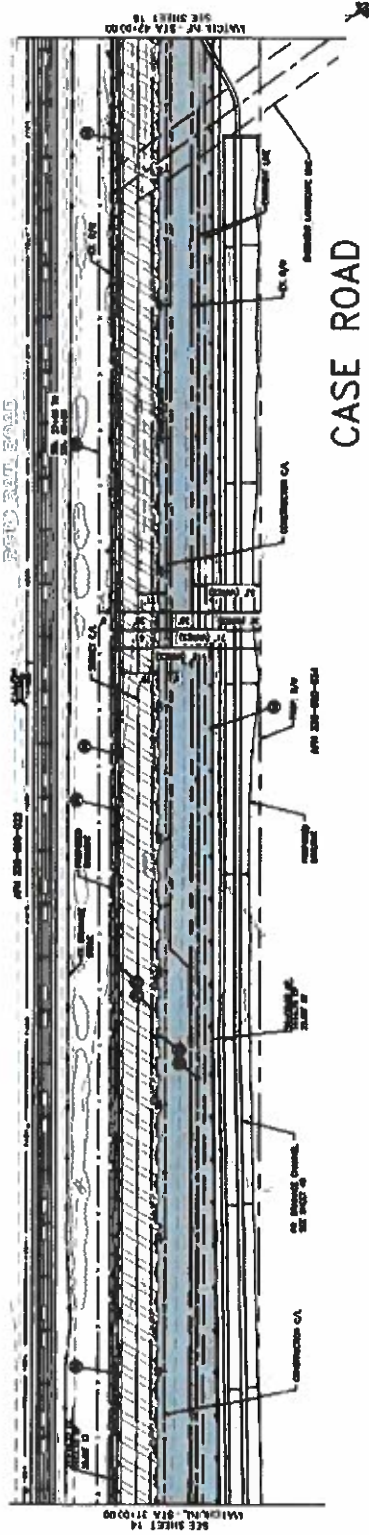


EXHIBIT A-6



CASE ROAD

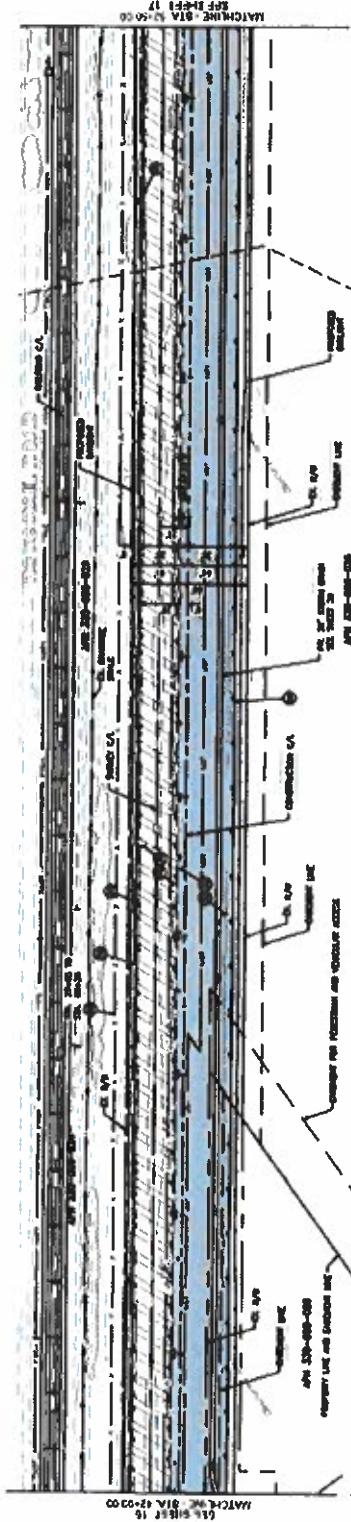


EXHIBIT A-7

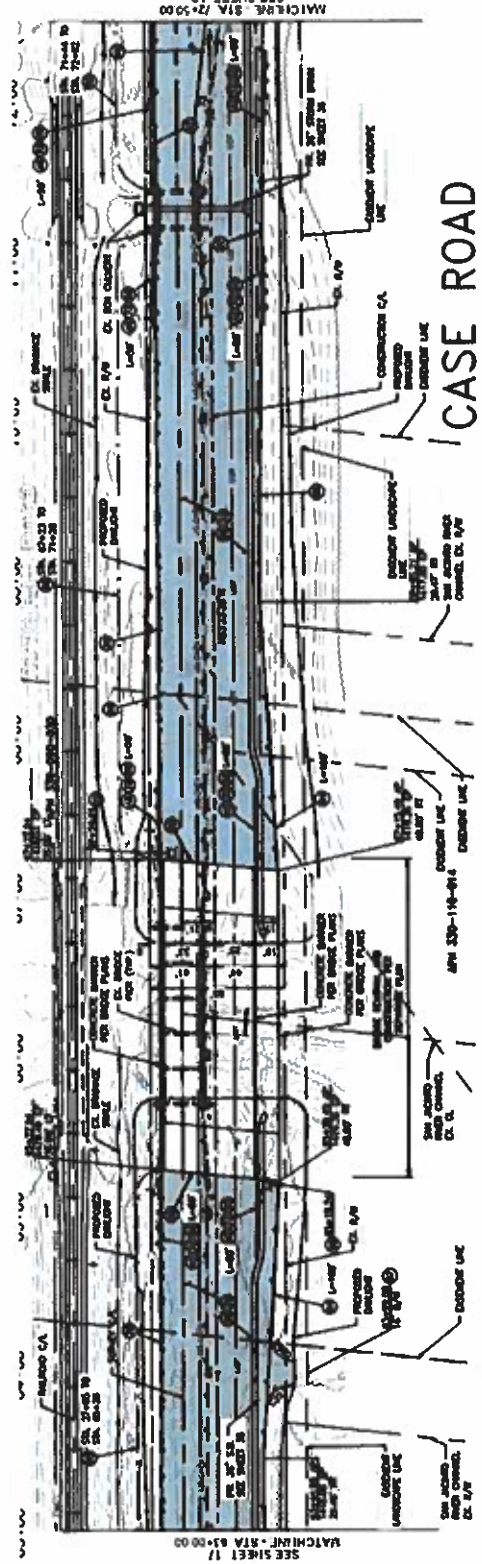
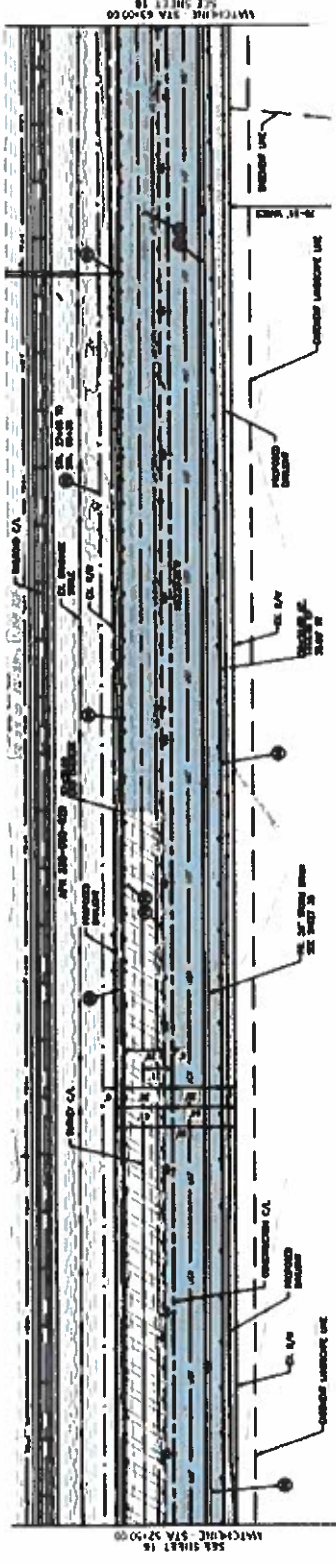
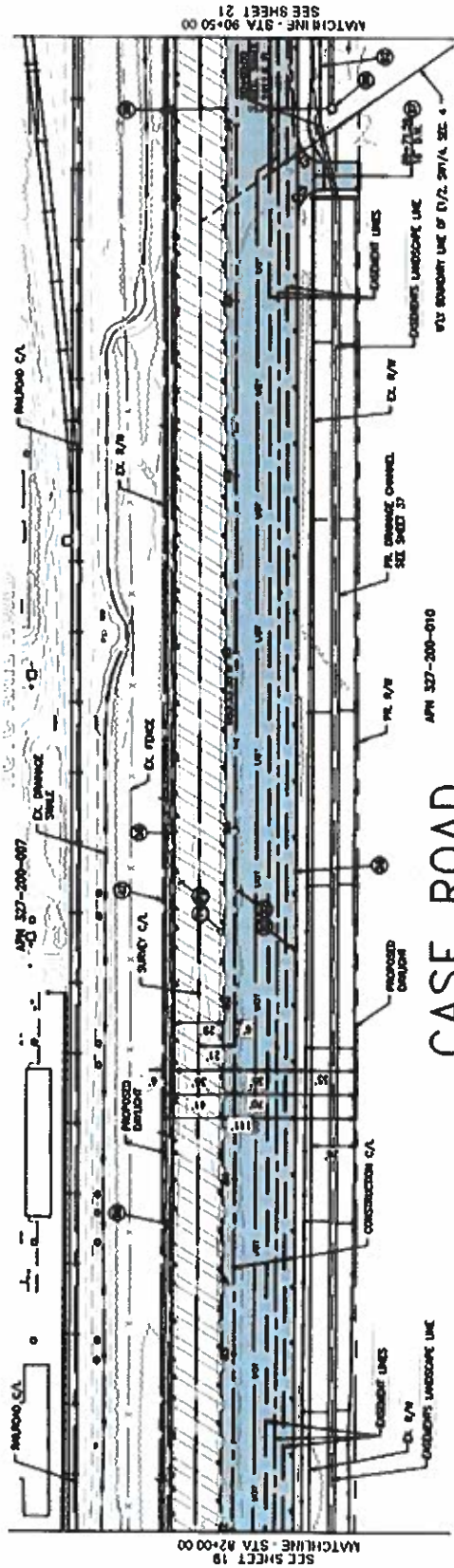
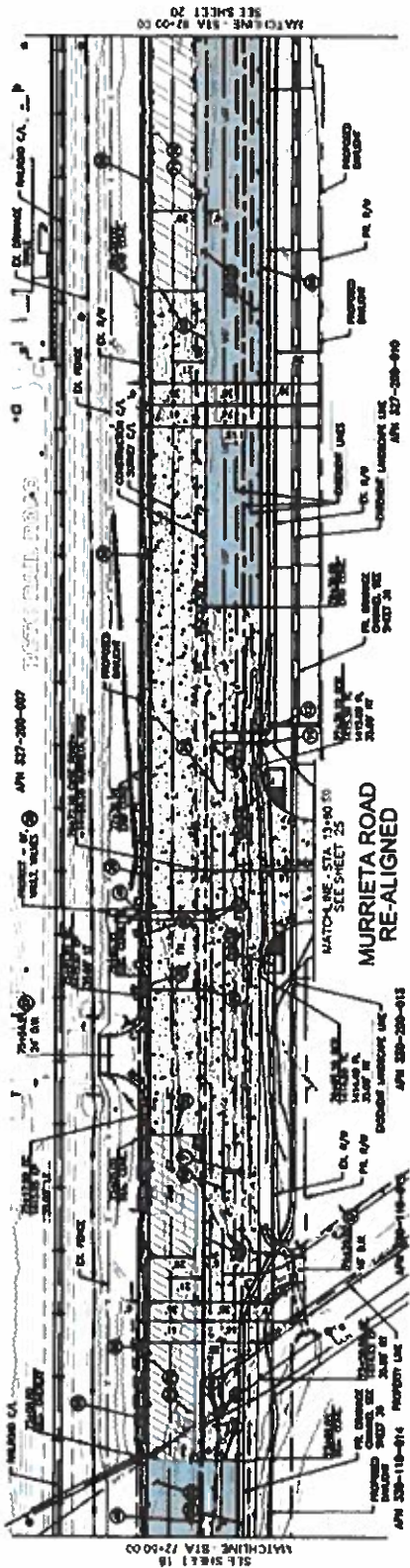


EXHIBIT A-8



CASE ROAD

EXHIBIT A-10

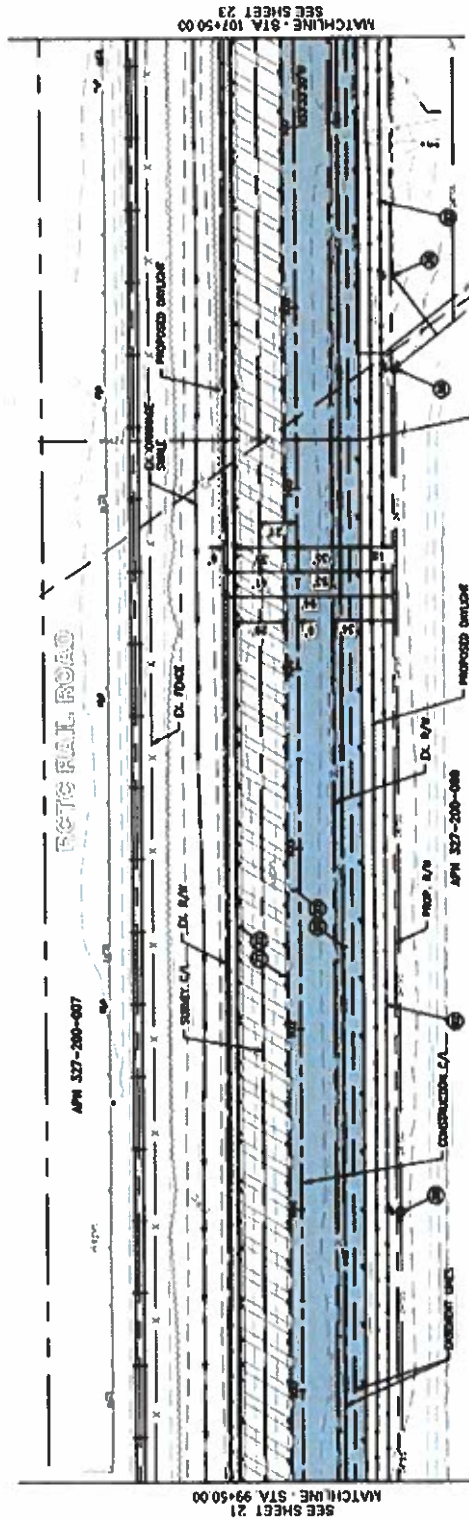
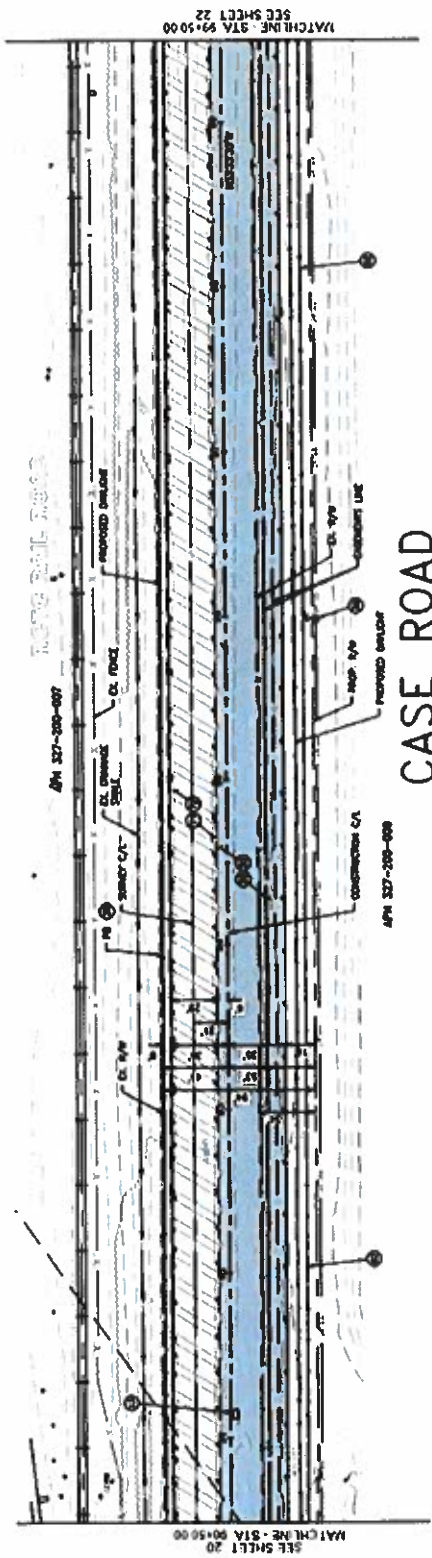


EXHIBIT "B"
FORMS FOR SECURITY
[ATTACHED BEHIND THIS PAGE]

EXHIBIT B-1

20323.00004\30163105.4
DRAFT 02/09/21

BOND NO. K40346831
INITIAL PREMIUM: _____
SUBJECT TO RENEWAL

PERFORMANCE BOND

WHEREAS, the City of Perris ("City") has executed an agreement with IDIL Perris North 3, L.P. (hereinafter "Developer"), requiring Developer to perform certain work consisting of but not limited to, furnishing all labor, materials, tools, equipment, services, and incidentals for the construction of street and transportation system improvements (hereinafter the "Work");

WHEREAS, the Work to be performed by Developer is more particularly set forth in that certain DIF Improvement and Credit/Reimbursement Agreement dated June 23, 2022, PLC North Offsites-Ellis/Redlands Improvements (hereinafter the "Agreement"); and

WHEREAS, the Agreement is hereby referred to and incorporated herein by this reference; and

WHEREAS, Developer or its contractor is required by the Agreement to provide a good and sufficient bond for performance of the Agreement, and to guarantee and warranty the Work constructed thereunder.

NOW, THEREFORE, we the undersigned, IDIL Perris North 3, L.P., as Principal and Federal Insurance Company, a corporation organized and existing under the laws of the State of Indiana and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City in the sum of Seventeen Million Four Hundred Twenty-six Million Two Hundred Seventy-one and 00/100 (\$17,426,271.00), said sum being not less than one hundred percent (100%) of the total cost of the Work as set forth in the Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if Developer and its contractors, or their heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless City, its officers, employees, and agents, as stipulated in the Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

EXHIBIT B

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the said Agreement or to the Work to be performed thereunder or the specification accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work.

IN WITNESS WHEREOF, we have hereto set our hands and seals this 11 day on July, 2022.

IDIL Perris North 3, L.P.
Principal

By:  _____

Federal Insurance Company
Surety

By: 
Kathryn Kleinschmidt, Attorney in Fact

EXHIBIT B

ALL-PURPOSE ACKNOWLEDGMENT FOR CALIFORNIA
 STATE OF ~~CALIFORNIA~~ GEORGIA
 COUNTY OF Fulton

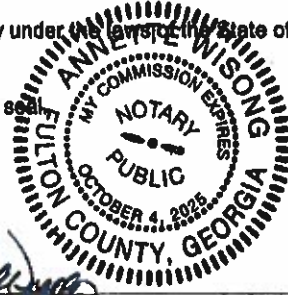
On July 11, 2022, before me, Annette Wisong, Notary Public
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Kathryn Kleinschmidt
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal



Annette Wisong
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT				
<input type="checkbox"/> Individual <input type="checkbox"/> Corporate Officer	<hr/> Title or Type of Document				
<input type="checkbox"/> Partner(s) <table border="0" style="margin-left: 20px;"> <tr> <td>Title(s)</td> <td><input type="checkbox"/> Limited</td> </tr> <tr> <td></td> <td><input type="checkbox"/> General</td> </tr> </table>	Title(s)	<input type="checkbox"/> Limited		<input type="checkbox"/> General	<hr/> Number Of Pages
Title(s)	<input type="checkbox"/> Limited				
	<input type="checkbox"/> General				
<input type="checkbox"/> Attorney-In-Fact <input type="checkbox"/> Trustee(s) <input type="checkbox"/> Guardian/Conservator <input type="checkbox"/> Other: _____	<hr/> Date Of Document				
Signer is representing: Name Of Person(s) Or Entity(ies) _____ _____	<hr/> Signer(s) Other Than Named Above				

EXHIBIT B

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Carson Schmitt, certify that I am the Assistant Secretary of the corporation named as principal in the attached bond, that Shawn Garcia who signed the said bond on behalf of the principal was then Treasurer of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing Board.

(Corporate Seal)

Carson Schmitt

Signature

7/19/2022

Date

NOTE: A copy of the power of attorney to local representatives of the bonding company may be attached hereto.

EXHIBIT B

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Georgia
County of Fulton

On July 19, 2022 before me, Mona L Hand
(insert name and title of the officer)

personally appeared Gwen Eckardt, Assistant Secretary
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Mona L Hand (Seal)





Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Sarah Hancock, Tina H. Kennedy, Kathryn Kleinschmidt, Steve Swords, Joseph R. Williams and Annette Wisong of Atlanta, Georgia...

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 1st day of March, 2019.

Dawn M. Chioros
Dawn M. Chioros, Assistant Secretary

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

On this 1st day of March, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chioros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chioros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was therein subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



ROSE CURTIS
NOTARY PUBLIC OF NEW JERSEY
No. 80078490
Commission Expires December 31, 2022

Rose Curtis
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitments or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chioros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (1) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(2) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this July 11, 2022.



Dawn M. Chioros
Dawn M. Chioros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-2636 e-mail: serv@chubb.com

BOND NO. K40346831
INITIAL PREMIUM: _____
SUBJECT TO RENEWAL

LABOR & MATERIAL BOND

WHEREAS, the City of Perris ("City") has executed an agreement with **IDIL Perris North 3, L.P.** (hereinafter "Developer"), requiring Developer to perform certain work consisting of but not limited to, furnishing all labor, materials, tools, equipment, services, and incidentals for the construction of street and transportation system improvements (hereinafter "Work");

WHEREAS, the Work to be performed by Developer is more particularly set forth in that certain Improvement and Credit / Reimbursement Agreement dated **June 23, 2022, PLC North Offsites-Ellis/Redlands Improvements**, (hereinafter the "Agreement"); and

WHEREAS, Developer or its contractor is required to furnish a bond in connection with the Agreement providing that if Developer or any of his or its contractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for or about the performance of the Work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the provisions of 3248 of the California Civil Code, with respect to such work or labor, that the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

NOW, THEREFORE, we the undersigned, **IDIL Perris North 3, L.P.**, as Principal and Federal Insurance Company, a corporation organized and existing under the laws of the State of Indiana and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the said Work, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to said Work to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid, the sum of **Seventeen Million Four Hundred Twenty-six Million Two Hundred Seventy-one and 00/100 (\$17,426,271.00)**, said sum being not less than 100% of the total amount payable by Developer under the terms of the Agreement, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Developer or its contractors, or their heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Work contracted to be done, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the

EXHIBIT B

Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

In case legal action is required to enforce the provisions of this bond, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to court costs, necessary disbursements and other consequential damages. In addition to the provisions hereinabove, it is agreed that this bond will inure to the benefit of any and all persons, companies and corporations entitled to make claims under Sections 3110, 3111, 3112 and 3181 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the Agreement or to the Work to be performed thereunder or the specification accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work.

IN WITNESS WHEREOF, we have hereto set our hands and seals this 11 day on July, 2022.

IDIL Perris North 3, L.P.

Principal

By: 

Federal Insurance Company

Surety

By: 

Kathryn Kleinschmidt, Attorney in Fact

EXHIBIT B

ALL-PURPOSE ACKNOWLEDGMENT FOR CALIFORNIA
 STATE OF ~~CALIFORNIA~~ GEORGIA
 COUNTY OF FULTON

On July 11, 2022, before me, Annette Wisong, Notary Public
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Kathryn Kleinschmidt
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Annette Wisong
 Piece Notary Seal Above Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT				
<input type="checkbox"/> Individual <input type="checkbox"/> Corporate Officer	<hr/> Title or Type of Document				
<input type="checkbox"/> Partner(s) <table border="0" style="margin-left: 20px;"> <tr> <td style="border: none;">Title(s)</td> <td style="border: none;"><input type="checkbox"/> Limited</td> </tr> <tr> <td style="border: none;"></td> <td style="border: none;"><input type="checkbox"/> General</td> </tr> </table>	Title(s)	<input type="checkbox"/> Limited		<input type="checkbox"/> General	<hr/> Number Of Pages
Title(s)	<input type="checkbox"/> Limited				
	<input type="checkbox"/> General				
<input type="checkbox"/> Attorney-in-Fact <input type="checkbox"/> Trustee(s) <input type="checkbox"/> Guardian/Conservator <input type="checkbox"/> Other: _____	<hr/> Date Of Document				
Signer is representing: Name Of Person(s) Or Entity(ies) _____ _____	<hr/> Signer(s) Other Than Named Above				

EXHIBIT B

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Allen E. Ehrhart, certify that I am the Assistant
Secretary of the corporation named as principal in the attached bond, that
Sharon Wagner who signed the said bond on behalf of the
principal was then Treasurer of said corporation; that I know
his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and
attested for and in behalf of said corporation by authority of its governing Board.

(Corporate Seal)

Allen E. Ehrhart

Signature

11/9/2022

Date

NOTE: A copy of the power of attorney to local representatives of the bonding company may be attached hereto.

EXHIBIT B

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Georgia
County of Fulton

On July 19, 2022 before me, Mona L. Hand
(insert name and title of the officer)

personally appeared Gaven Eckhardt, Assistant Secretary
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Mona L. Hand (Seal)





Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents. That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Sarah Hancock, Tina H. Kennedy, Kathryn Kleinschmidt, Steve Swords, Joseph R. Williams and Annette Wilson of Atlanta, Georgia...

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents in the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 1st day of March, 2019.

Dawn M. Chloros
Dawn M. Chloros, Assistant Secretary

Stephen M. Haney
Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hudson

On this 1st day of March, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies and that the signature of Stephen M. Haney, subscribed in said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



ROSE CURTIS
NOTARY PUBLIC OF NEW JERSEY
No. 60078459
Commission Expires November 12, 2027

Rose Curtis
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (such a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or created.

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that:

- (1) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect.
(2) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this July 11, 2022.



Dawn M. Chloros
Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 913-3493 Fax (908) 903-3496 e-mail surety@chubb.com

EXHIBIT "C"

**DOCUMENTATION TO BE PROVIDED TO CITY BY DEVELOPER FOR
DETERMINATION OF VERIFIED COSTS**

To assist CITY in determining the Verified Costs for a completed TUMF Improvement, Developer shall provide the following documents to CITY:

1. Plans, specifications and Developer's civil engineer's cost estimate;
2. If Developer is seeking Credit for such costs, documentation evidencing cost of any required environmental studies, preparation of designs, plans and specifications, required right of way acquisition, and other costs directly related to the development of the TUMF Improvement. Only actual, documented and reasonable costs directly related to the TUMF Improvement will be considered. Costs should be documented as specified below.
3. Costs claimed for right of way acquisition must be accompanied by an appraisal (no more than two years old at the time of acquisition) completed by an MAI appraiser, and documentation of transfer of such right of way to the CITY, or applicable public CITY. The appraisal must be approved by the CITY as valid and acceptable.
4. List of bidders from whom bids were requested;
5. Construction schedules and progress reports;
6. Contracts, insurance certificates and change orders with each contractor, consultant, service provider or vendor;
7. Invoices received from all contractors, consultants, service providers and vendors;
8. Canceled checks for payments made to contractors, consultants, service providers and vendors (copy both front and back of canceled checks);
9. Spreadsheet showing total costs incurred in and related to the construction of each TUMF Improvement and the check number for each item of cost and invoice;
10. Final lien releases from each contractor and vendor; and
11. Such further documentation as may be reasonably required by CITY to evidence the completion of construction and the payment of each item of cost and invoice.

EXHIBIT C-1

EXHIBIT "D"

**REIMBURSEMENT AGREEMENT
TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM**

THIS REIMBURSEMENT AGREEMENT ("Agreement") is entered into this 31st day of January 2023, by and between the City of Perris "a California municipal corporation" ("CITY"), the Western Riverside Council of Governments ("WRCOG"), a Joint Powers Agency, and IDIL PERRIS NORTH 3, L.P. a limited partnership, with its principal place of business at 840 Apollo Street, Suite 343, El Segundo, CA 90245 ("Developer"). CITY and Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, CITY, WRCOG and Developer are parties to an agreement dated January 31, , 2023, entitled "Improvement and Credit Agreement - Transportation Uniform Mitigation Fee Program" (hereinafter "Credit Agreement");

WHEREAS, Sections 14.1 through 14.3 of the Credit Agreement provide that Developer is obligated to pay CITY the TUMF Obligation, as defined therein, but shall receive credit to offset the TUMF Obligation if Developer constructs, and CITY accepts the TUMF Improvements in accordance with the Credit Agreement;

WHEREAS, Section 14.5 of the Credit Agreement provides that if the dollar amount of the credit to which Developer is entitled under the Credit Agreement exceeds the dollar amount of the TUMF Obligation, Developer may apply to CITY and WRCOG for a reimbursement agreement for the amount by which the credit exceeds the TUMF Obligation;

WHEREAS, Section 14.5 additionally provides that a reimbursement agreement executed pursuant to the Credit Agreement (i) shall be executed on the form attached to the Credit Agreement, (ii) shall contain the terms and conditions set forth therein, (iii) shall be subject to all terms and conditions of the Credit Agreement, and (iv) shall be attached upon execution to the Credit Agreement and incorporated therein as a material part of the Credit Agreement as though fully set forth therein; and

WHEREAS, CITY and WRCOG have consented to execute a reimbursement agreement with Developer pursuant to the Credit Agreement, Ordinance 1352, and the TUMF Administrative Plan adopted by WRCOG.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

TERMS

1.0 **Incorporation of Recitals.** The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.

2.0 Effectiveness. This Agreement shall not be effective unless and until the Credit Agreement is effective and in full force in accordance with its terms.

3.0 Definitions. Terms not otherwise expressly defined in this Agreement, shall have the meaning and intent set forth in the Credit Agreement.

4.0 Amount of Reimbursement. Subject to the terms, conditions, and limitations set forth in this Agreement, the Parties hereby agree that Developer is entitled to receive the dollar amount by which the Actual Credit exceeds the dollar amount of the TUMF Obligation as determined pursuant to the Credit Agreement, Ordinance 1352, and the TUMF Administrative Plan adopted by WRCOG ("Reimbursement"). The Reimbursement shall be subject to verification by WRCOG. CITY and Developer shall provide any and all documentation reasonably necessary for WRCOG to verify the amount of the Reimbursement. The Reimbursement shall be in an amount not exceeding Thirteen Million Nine Hundred Ninety Two Thousand Two Hundred Seventy Four and Fifty Three Cents (\$13,992,274.53) ("Reimbursement Amount"). WRCOG shall, upon receipt and approval of information requested by WRCOG, shall be responsible for transmitting the Reimbursement Amount to the Developer. In no event shall the dollar amount of the Reimbursement exceed the difference between the dollar amount of all credit applied to offset the TUMF Obligation pursuant to Section 14.3, 14.4, and 14.5 of the Credit Agreement, and one hundred (100%) of the approved unit awarded, as such assumptions are identified and determined in the Nexus Study and the TUMF Administrative Plan adopted by WRCOG.

5.0 Payment of Reimbursement; Funding Contingency. The payment of the Reimbursement Amount shall be subject to the following conditions:

5.1 Developer shall have no right to receive payment of the Reimbursement unless and until (i) the TUMF Improvements are completed and accepted by CITY in accordance with the Credit Agreement, (ii) the TUMF Improvements are scheduled for funding pursuant to the five-year Transportation Improvement Program adopted annually by WRCOG, (iii) WRCOG has funds available and appropriated for payment of the Reimbursement amount.

5.2 Developer shall not be entitled to any interest or other cost adjustment for any delay between the time when the dollar amount of the Reimbursement is determined and the time when payment of the Reimbursement is made to Developer by WRCOG through CITY.

6.0 Affirmation of Credit Agreement. CITY and Developer represent and warrant to each other that there have been no written or oral modifications or amendments of the Credit Agreement, except by this Agreement. CITY and Developer ratify and reaffirm each and every one of their respective rights and obligations arising under the Credit Agreement. CITY and Developer represent and warrant that the Credit Agreement is currently an effective, valid, and binding obligation.

7.0 Incorporation Into Credit Agreement. Upon execution of this Agreement, an executed original of this Agreement shall be attached as Exhibit "D" to the Credit Agreement and shall be incorporated therein as a material part of the Credit Agreement as though fully set forth therein.

8.0 Terms of Credit Agreement Controlling. Each Party hereby affirms that all provisions of the Credit Agreement are in full force and effect and shall govern the actions of the Parties under

this Agreement as though fully set forth herein and made specifically applicable hereto, including without limitation, the following sections of the Credit Agreement: Sections 10.0 through 10.3, Section 12.0, Sections 13.0 through 13.7, Sections 14.0 through 14.6, and Sections 15.0 through 15.17.

[SIGNATURES OF PARTIES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

IDIL PERRIS NORTH 3, L.P.
("Developer")

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

City of Perris

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

EXHIBIT "E"

TUMF CREDIT / REIMBURSEMENT ELIGIBILITY PROCESS

1. Prior to the construction of any TUMF Improvement, Developer shall follow the steps listed below:

- (a) Prepare a separate bid package for the TUMF Improvements.
- (b) The plans, cost estimate, specifications and contract document shall require all contractors to pay prevailing wages and to comply with applicable provisions of the Labor Code, Government Code, and Public Contract Code relating to Public Works Projects.
- (c) Bids shall be obtained and processed in accordance with the formal public works bidding requirements of the CITY.
- (d) The contract(s) for the construction of TUMF Improvements shall be awarded to the lowest responsible bidder(s) for the construction of such facilities in accordance with the CITY's requirements and guidelines.
- (e) Contractor(s) shall be required to provide proof of insurance coverage throughout the duration of the construction.

2. Prior to the determination and application of any Credit pursuant to a TUMF Improvement and Credit Agreement executed between CITY and Developer ("Agreement"), Developer shall provide the CITY and WRCOG with the following:

- (a) Copies of all information listed under Item 1 above.
- (b) Surety Bond, Letter of Credit, or other form of security permitted under the Agreement and acceptable to the CITY and WRCOG, guaranteeing the construction of all applicable TUMF Improvements.

3. Prior to the CITY's acceptance of any completed TUMF Improvement, and in order to initiate the construction cost verification process, the Developer shall comply with the requirements as set forth in Sections 7, 14.2 and 14.3 of the Agreement, and the following conditions shall also be satisfied:

- (a) Developer shall have completed the construction of all TUMF Improvements in accordance with the approved Plans and Specifications.
- (b) Developer shall have satisfied the CITY's inspection punch list.
- (c) After final inspection and approval of the completed TUMF Improvements, the CITY shall have provided the Developer a final inspection release letter.

(d) CITY shall have filed a Notice of Completion with respect to the TUMF Improvements pursuant to Section 3093 of the Civil Code with the County Recorder's Office, and provided a copy of filed Notice of Completion to WRCOG.

(e) Developer shall have provided CITY a copy of the As-Built plans for the TUMF Improvements.

(f) Developer shall have provided CITY copies of all permits or agreements that may have been required by various resource/regulatory agencies for construction, operation and maintenance of any TUMF Improvements.

(g) Developer shall have submitted a documentation package to the CITY to determine the final cost of the TUMF Improvements, which shall include at a minimum, the following documents related to the TUMF Improvements:

(i) Plans, specifications, and Developer's Civil Engineer's cost estimates; or Engineer's Report showing the cost estimates.

(ii) If DEVELOPER is seeking Credit for such costs, documentation evidencing cost of any required environmental studies, preparation of designs, plans and specifications, required right of way acquisition, and other costs directly related to the development of the TUMF Improvements. Only actual, documented and reasonable costs directly related to the TUMF Improvements will be considered. Costs should be documented as specified below.

(iii) Costs claimed for right of way acquisition must be accompanied by an appraisal (no more than two years old at the time of acquisition) completed by an MAI appraiser, and documentation of transfer of such right of way to the CITY, or applicable public CITY. The appraisal must be approved by the CITY as valid and acceptable.

(iv) Contracts/agreements, insurance certificates and change orders with each vendor or contractor.

(v) Invoices from all contractors, consultants, service providers and vendors.

(vi) Copies of cancelled checks, front and back, for payments made to contractors, consultants, service providers and vendors.

(vii) Final lien releases from each contractor and vendor (unconditional waiver and release).

(viii) Certified contract workers payroll for CITY verification of compliance with prevailing wages.

(ix) A total cost summary, in spreadsheet format (MS Excel is preferred) and on disk, showing a breakdown of the total costs incurred. The summary should include for each item claimed the check number, cost, invoice numbers, and name of payee. See

attached sample for details. [ATTACH SAMPLE, IF APPLICABLE; OTHERWISE DELETE
REFERENCE TO ATTACHED SAMPLE

EXHIBIT "F"

**ESTIMATED TUMF FEE OBLIGATION, FUNDS AVAILABLE IN THE PROGRAM,
REIMBURSEMENTS OR FEE CREDIT
TR37998 (DPR 08-01-0007)**

1 Project total Industrial:		
Building 1	1,020,820	SF
Building 2	1,020,657	SF
Building 3	799,522	SF
	+	
	2,840,999	SF
2 Project TUMF fee obligation:		
TUMF fee obligation per WRCOG High-Cube Fee Calculations	\$	2,616,572.93
3 The following facilities are included in the TUMF Program:		
Case Road (800' North of Ellis Avenue to I215) Including Bridge Construction	\$	16,608,847.46
	\$	16,608,847.46
4 Construction Costs:		
Case Road (800' North of Ellis Avenue to I215)	\$25,426,695.00	
	\$	25,426,695.00
5 Improvement Cost Eligible for TUMF Fee Credit		
Case Road (800' North of Ellis Avenue to I215, including bridge construction)	\$	16,608,847.46
	\$	16,608,847.46
6 Project is expected to pay the following TUMF Fees		
Project TUMF Obligation	\$	2,616,572.93
7 Preliminary Cost / Eligible for Fee Credit		
Remaining TUMF Fees	\$	16,608,847.46
TUMF Reimbursement	\$	2,616,572.93
	\$	13,992,274.53

TUMF Nexus Study (current as of January 2023)

Roadway	Case Road	Case Road Bridge over San
Project Segment	Goetz to I-215	Jacinto River
Total Maximum TUMF Share	\$16,936,000.00	\$534,000.00
Number of New Lanes Added	2	New Bridge
Distance of TUMF Segment	12460.8	New Bridge
Distance of Improvement	11827.2	New Bridge
Number of New Lanes Added	2	New Bridge
Proportionate Share of TUMF Improvement	95%	100%
Total TUMF Credit	\$ 16,074,847.46	\$534,000.00
Total TUMF Obligation		
Building 1	\$ 921,621.07	
Building 2	\$ 921,511.93	
Buidling 3	\$ 773,439.93	
Total	\$ 2,616,572.93	
Total TUMF Obligation	\$ 2,616,572.93	
Total Maximum TUMF Credit	\$ 16,608,847.46	
Additional TUMF Payments	\$ -	
TUMF Reimbursement	\$ 13,992,274.53	



10.G.

CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: February 14, 2023

SUBJECT: Conflict Waiver for Representing the City of Perris and Eastern Municipal Water District

REQUESTED ACTION: Consider authorizing the City Manager to execute a conflict waiver letter to allow Aleshire & Wynder to represent the City of Perris and Eastern Municipal Water District

CONTACT: Robert Khuu, City Attorney

BACKGROUND/DISCUSSION:

The law firm of Aleshire & Wynder ("Firm") serves as City Attorney. Partners from the law firm formerly representing Eastern Municipal Water District ("EMWD") have joined Aleshire & Wynder as partners. EMWD and Perris have been engaged in discussions concerning the potential consolidation of their water and sewer systems. The representation of these parties presents a potential for a conflict of interest for the Firm. The California State Bar Rules of Professional Conduct require an attorney to obtain a written waiver from the client when there is the potential for conflict. The Firm requests the City Council to consider this matter and authorize the City Manager to execute the attached conflict waiver letter. EMWD's Board of Directors has approved the waiver.

BUDGET (or FISCAL) IMPACT:

None.

Prepared by: Robert Khuu, City Attorney

REVIEWED BY:

City Attorney X

Assistant City Manager

Deputy City Manager

Attachment 1: Conflict Waiver Letter

Consent: X
Public Hearing:
Business Item:
Presentation:
Other:

ATTACHMENT 1

Conflict Waiver Letter



February 3, 2023

Mayor and City Council
City of Perris
101 North D Street
Perris, CA 92570

Re: Conflict Waiver – City of Perris and Eastern Municipal Water District

Dear Mayor and Council:

Aleshire and Wynder (“Firm”) partners Robert Khuu and Eric Dunn, along with several of their associate attorneys and staff, are currently providing legal services to the City of Perris (“Perris”). The Firm now also serves as general counsel to the Eastern Municipal Water District (“EMWD”) after EMWD’s attorneys joined the Firm as partners. As you know, EMWD and Perris are discussing the potential for consolidating their water and wastewater systems.

This letter seeks to obtain your consent to the Firm’s continued representation of Perris and EMWD. This information is provided in context with Rule 1.7 of the California State Bar Rules of Professional Conduct. This Rule states:

Rule 1.7 Conflict of Interest: Current Clients (Rule Approved by the Supreme Court, Effective November 1, 2018)

(a) A lawyer shall not, without informed written consent from each client and compliance with paragraph (d), represent a client if the representation is directly adverse to another client in the same or a separate matter.

(b) A lawyer shall not, without informed written consent from each affected client and compliance with paragraph (d), represent a client if there is a significant risk the lawyer’s representation of the client will be materially limited by the lawyer’s responsibilities to or relationships with another client, a former client or a third person, or by the lawyer’s own interests.

(c) Even when a significant risk requiring a lawyer to comply with paragraph (b) is not present, a lawyer shall not represent a client without written disclosure of the relationship to the client and compliance with paragraph (d) where: (1) the lawyer has, or knows that another lawyer in the lawyer’s firm has, a legal, business, financial, professional, or personal relationship with or responsibility to a party or witness in the same matter; or (2) the lawyer knows or reasonably should know* that another party’s lawyer is a spouse, parent, child, or sibling of the lawyer, lives with the lawyer, is a client of the lawyer or another lawyer in the lawyer’s firm, or has an intimate personal relationship with the lawyer.*

(d) Representation is permitted under this rule only if the lawyer complies with paragraphs (a), (b), and (c), and: (1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client; (2) the representation is not prohibited by law; and (3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal. (e) For purposes of this rule, "matter" includes any judicial or other proceeding, application, request for a ruling or other determination, contract, transaction, claim, controversy, investigation, charge, accusation, arrest, or other deliberation, decision, or action that is focused on the interests of specific persons, or a discrete and identifiable class of persons.*

Perris is in EMWD's service area but Perris provides water to certain parts of the City, and maintains pipelines and other infrastructure within the City.

Although there is no present conflict of interest or litigation between EMWD and Perris, we are writing to describe to you potential conflicts that could arise in the future. Of course, if any such conflict were to arise we would immediately notify you and seek direction.

There are a number of conflicts that could arise between a city and a water district in the same area. For example, if an accident were to occur, such as a pipe break, and if there were a dispute in which the city and water district did not agree as to which entity was at fault or should make repairs, a conflict could arise. If this conflict were to rise to the level of litigation or government claims against one another, Perris and EMWD would each be represented by outside litigation counsel in those disputes in lieu of our firm engaging in a conflict of interest. This would mitigate the risks of dual representation. Otherwise, dual representation could create a risk that a firm may be tempted to favor the interests of one client over the other; the exercise of independent judgment to one client may be impaired or clouded by a relationship with the others; a firm may not be able to present the appropriate position, claims or defense for a client in order to avoid taking adverse positions to the other client; and a firm may be restricted from forcefully advocating a client's position for fear of alienating the other client.

However, we believe having outside counsel handle any government claims or litigation that might arise between Perris and EMWD mitigates these risks. If such a dispute were to arise, the Firm would institute an ethical screen so that Perris' counsel and EMWD's counsel never discuss this matter (in person, by phone or video, electronically or in writing) and outside counsel would handle such litigation and advice concerning such litigation.

YOUR CONSENT

If you are in agreement with this arrangement, please sign this consent letter. It is understood that this consent will not waive any protection that you may have regarding attorney-client communications with us. Those communications will be confidential and will not be disclosed to any third party without your consent.

Mayor and City Council
City of Perris
February 3, 2023
Page 3

Though we cannot predict every potential conflict that could arise, we believe we have provided you a sufficiently detailed description to obtain informed written consent. However, if you believe that there is any other information that needs to be disclosed before such consent can be granted, please let us know immediately.

In the event that circumstances change or we become aware of new information that requires a new consent from the parties, you will be notified of that fact immediately, and continued representation will be subject to the informed written consent of involved parties.

You are entitled to and should consider obtaining an independent legal opinion regarding the advisability of signing this consent.

Your execution of this consent form will constitute an acknowledgment of full disclosure in compliance with the requirements of Rule 1.7 and 1.9 of the California Rules of Professional Conduct.

If you have any questions, please do not hesitate to call.

Very truly yours,

ALESHIRE & WYNDER, LLP



Robert Khuu
Partner

AGREED AND ACCEPTED

CITY OF PERRIS

By: _____
Clara Miramontes, City Manager
Dated: _____

AGREED AND ACCEPTED

ALESHIRE & WYNDER

By: _____
Robert Khuu, Partner

Dated: _____



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

- MEETING DATE:** February 14, 2023
- SUBJECT:** Contract Agreement for Professional Services between the City of Perris and Kiley and Associates for Federal Legislative Advocacy Services
- REQUESTED ACTION:** Approve the agreement between the City of Perris and Kiley and Associates for federal legislative advocacy services and authorize the City Manager to execute the agreement in substantially the form and format attached and subject to approval as to form by the City Attorney.
- CONTACT:** Wendell Bugtai, Assistant City Manager
-

BACKGROUND/DISCUSSION:

The City of Perris currently contracts for professional lobbying services at the State level, but does not have representation at the Federal level. The City of Perris is in a stage of substantial growth and development and securing federal legislative advocacy services will assist the City in securing grants and other discretionary funding.

Kiley and Associates was founded in 2009 and has a team of professionals with decades of presence in Washington, D.C. They provide legislative advocacy services for cities, states and communities and have strong California connections and extensive experience in representing government entities. They have helped many clients successfully achieve policy, regulatory, and funding goals.

The proposed professional services agreement with Kiley and Associates will help the City of Perris in developing a federal funding policy agenda and assist the City with outreach for grant funding. In addition, the lobbyist will monitor and keep the City informed regarding Federal legislation and appropriations, and policy developments. Kiley and Associates will also help the City establish an active presence with our federal representatives and regulatory agencies.

Staff recommends that the City Council approve the contract agreement to have federal legislative advocacy services for a maximum of \$42,000 for one year and authorize the City Manager to execute said agreement, subject to the City Attorney's approval as to form.

BUDGET (or FISCAL) IMPACT:

The total cost the City agrees to pay Kiley and Associates is not-to-exceed the amount of \$42,000. Sufficient funds have been approved for professional services in the general fund budget.

Prepared by: Antonio Martinez, Legislative Analyst

REVIEWED BY:

City Attorney _____

Assistant City Manager WB

Deputy City Manager ER

Attachments: 1. Agreement for Professional Services between the City of Perris and Kiley and Associates for Federal Legislative Advocacy Services

Consent: X

Public Hearing:

Business Item:

Presentation:

Other:

ATTACHMENT 1

**Agreement for Professional Services between the City of Perris and
Kiley and Associates for Federal Legislative Advocacy Services**

**CITY OF PERRIS
CONTRACT SERVICES AGREEMENT FOR
PROFESSIONAL SERVICES BETWEEN THE CITY OF PERRIS AND
KILEY AND ASSOCIATES FOR FEDERAL LEGISLATIVE ADVOCACY
SERVICES**

This Contract Services Agreement ("Agreement") is made and entered into this 15th day of February 2023, by and between the City of Perris, a municipal corporation ("City"), and Kiley and Associates, LLC, ("Consultant"). The term Consultant includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide the work and services specified in the "Scope of Services" attached hereto as *Exhibit "A"* and incorporated herein by this reference. Consultant warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional, and satisfactory manner.

1.2 Consultant's Proposal. The Scope of Services shall include the Consultant's proposal which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction.

1.4 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, taxes, including applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement; and shall indemnify, defend, and hold harmless City against any claim for such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work. By executing this Agreement, Consultant warrants that Consultant (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the work and services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement.

1.6 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the

Consultant. Any increase in compensation of up to five percent (5%) of the Contract Sum or \$25,000, whichever is less, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

1.7 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as *Exhibit "B"* and incorporated herein by this reference. In the event of a conflict between the provisions of *Exhibit "B"* and any other provisions of this Agreement, the provisions of *Exhibit "B"* shall govern.

1.8 Environmental Laws. Consultant shall comply with all applicable environmental laws, ordinances, codes, and regulations of Federal, State, and local governments. Consultant shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of forty-two thousand dollars (**\$42,000**) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City.

Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first (1st) working day of such month, Consultant shall submit to the City, in a form approved by the City's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form.

2.3 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the City Council of the City for the purposes of this Agreement. The availability of funding is affected by matters outside the City's control, including other governmental entities. Accordingly, the City has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as *Exhibit "D"*, if any, and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall, within ten (10) days of the commencement of such delay, notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if, in the judgment of the Contract Officer, such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused; Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall continue in full force and effect for a period of one year from the date of this Agreement. The term of this Agreement may be extended from time to time as agreed upon in writing by the City and the Consultant.

4.0 COORDINATION OF WORK

4.1 Representative of Consultant. **Jayson J. Braude** is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work or services specified herein and to make all decisions in connection therewith.

It is expressly understood that the experience, knowledge, capability, and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For

purposes of this Agreement, the representative may not be replaced, nor may his responsibilities be substantially reduced by Consultant without the express written approval of City.

4.2 Contract Officer. The City's City Manager is hereby designated as the representative of the City authorized to act in its behalf with respect to the work and services and to make all decisions in connection therewith ("Contract Officer"). It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. The City may designate another Contract Officer by providing written notice to Consultant.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred or assigned without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant taking all transfers into account on a cumulative basis. A prohibited transfer or assignment shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner or means by which Consultant, its agents, or employees, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

5.0 INSURANCE AND INDEMNIFICATION

5.1 Insurance. Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,00.00 per occurrence for all covered losses and no less than \$2,000,000.00 general aggregate.

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with

employer's liability limits no less than \$1,000,000 per accident for all covered losses. If Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Consultant shall execute a declaration that it has no employees.

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than \$1,000,000.00 per accident, combined single limit. Said policy shall include coverage for owned, non owned, leased and hired cars.

(d) Professional Liability or Error and Omissions Insurance. A policy of professional liability insurance in an amount not less than \$1,000,000.00 per claim with respect to loss arising from the actions of Consultant performing professional services hereunder on behalf of the City.

All of the above policies of insurance shall be primary insurance. The general liability policy shall name the City, its officers, employees, and agents ("City Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the City and the City's Parties and their respective insurers. All said policies of insurance shall provide that said insurance may be not cancelled without providing ten (10) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled or amended, Consultant shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until Consultant has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City.

Consultant agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances.

If the Consultant is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to this Section 5.1.

5.2 Indemnification.

(a) Indemnity for Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to

the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees of subcontractors (or any entity or individual for which Consultant shall bear legal liability) in the performance of professional services under this Agreement.

(b) Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City and City's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

6.0 RECORDS AND REPORTS

6.1 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

6.2 Records. Consultant shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of such documents and materials. Consultant may retain copies of such documents for its own use and Consultant shall have an unrestricted right to use the concepts embodied therein. Any use of such completed documents by City for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant and the City shall indemnify the Consultant for all damages resulting therefrom. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

7.0 ENFORCEMENT OF AGREEMENT

7.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California.

Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Retention of Funds. Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.3 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.4 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of any notice of termination, Consultant shall immediately cease all work or services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

7.5 Completion of Work After Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.6 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment, and

to all other reasonable costs for investigating such action, taking depositions and discovery, including all other necessary costs the court allows which are incurred in such litigation.

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest; City. No officer or employee of the City shall have any financial interest in this Agreement, nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is interested, in violation of any State statute or regulation.

8.3 Conflict of Interest; Consultant. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Consultant shall comply with all conflict-of-interest laws and regulations including, without limitation, City's Conflict of Interest Code which is on file in the City Clerk's office. Accordingly, should the City Manager determine that Consultant will be performing a specialized or general service for the City and there is substantial likelihood that the Consultant's work product will be presented, either written or orally, for the purpose of influencing a governmental decision, the Consultant and its officers, agents or employees, as applicable, shall be subject to the City's Conflict of Interest Code.

8.4 Covenant Against Discrimination. Consultant covenants that, by and for itself, its executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, City of Perris, 101 North "D" Street, Perris, CA 92570, and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by an instrument in writing signed by both parties.

9.4 Severability. Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

ATTEST: "CITY"
CITY OF PERRIS

By: _____
Nancy Salazar, City Clerk

By: _____
Clara Miramontes, City Manager

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Robert Khuu, City Attorney

"CONSULTANT"
Kiley and Associates, LLC

By: _____
Signature

Gregory T. Kiley, President

By: _____
Signature

Jayson J. Braude, Chief Counsel

EXHIBIT "A"

SCOPE OF SERVICES

In support of the City of Perris objectives, Consultant shall perform research, analysis, and writing, as well as federal and legislative advocacy, to improve the City's position with respect to U.S. Government project support and other programs, and to facilitate information exchange with key executive and legislative branch decision makers as more specifically described in Consultant's proposal attached to this Exhibit A. In addition, Consultant shall perform specific tasks to include but not be limited to as follows:

Task 1: Develop Federal Funding and Policy Agenda

Consultant, in consultation with the City, shall formulate a realistic Agenda to achieve the City's short- and long-term objectives. This will include establishing project priorities and determining potential federal funding sources. Key policy issues, critical legislation and regulations identified. The agenda will change from time to time depending on City's needs.

Task 2: Create federal government outreach and funding program

Consultant, in consultation with the City, shall create a plan that reflects the City priorities, projects and initiatives will be developed and will include outreach to grant funding within specific foundations and within the Federal Government.

Task 3: Lobbying

Consultant shall lobby the Executive Branch of the United State of America, selected delegations, and any targeted Congressional authorizing and appropriations committees to advance the City priorities.

Task 4: Monitoring and Coordination

Consultant shall monitor and keep the City informed regarding federal legislation, appropriations, and policy developments. Consultant will track federal and private grants that align with the City priorities and assist City staff with the refinement of applications to improve their potential for success. Monitoring shall include but not be limited to the National League of Cities, the National Association of Counties, and the U.S. Conference of Mayors. Consultant shall keep City staff informed regarding the monitoring process and those opportunities identified that are consistent with the City's priorities.

Task 5: Requests, Testimony, and Correspondence

Consultant shall draft programmatic appropriation requests, provide congressional testimony, suggest amendments, and report language and will provide correspondence for Members of Congress, their staff and congressional committees on behalf of the City. Consultant shall provide position papers and background materials, as necessary.

Task 6: Reporting

Consultant shall provide detailed reports to the City detailing legislative action in Washington, D.C., relevant hearing schedules, and relevant grant announcements. Consultant shall report relevant information that has been identified industry publications.

Kiley & Associates

January 13, 2023

Mr. Wendel Bugtai
Assistant City Manager
City of Perris
101 N. D Street
Perris, CA 92570

Dear Mr. Bugtai,

I am writing to provide you with an overview of our firm and the services that we have performed over our decades of experience working in Washington, DC. With Kiley & Associates' established Washington, DC presence, deep Southern California connections, focused methodology and extensive experience in representing governmental entities, we are uniquely qualified to partner with Perris.

Kiley & Associates Background

For more than a decade, Kiley & Associates has offered a wide range of services to a variety of organizations across many industry sectors. These include local governments, states, businesses, corporations, nonprofits and trade associations. We have provided government relations services in Washington, DC to some of the largest and most complex governmental entities in the country; helped clients successfully achieve policy, regulatory, and funding goals; and assisted others to envision and then implement multi-year, multi-million-dollar development projects. Our in-depth substantive knowledge combined with our creativity, hard work and reputation for integrity has earned us the trust of longstanding clients. We're proud that clients think of us as an integral part of their operations, capable of delivering the services they need when they need them.

Scope of Services

Kiley & Associates will collaborate with Perris to open doors in Washington, DC and help develop their federal legislative priorities. Our partnership would include:

- Working with the City to raise their profile with the California House and Senate delegation, federal agencies and the Biden Administration;
- Coordinating with the dedicated day-to-day point of contact on identifying and refining local governments top project and policy priorities for their federal agenda (i.e. securing federal and state money for recreation projects, 5g telecommunications, water infrastructure, policing, roadway expansion, street repairs, tourism and policymaking);
- Building support for the City's objectives and resource needs within Congress and target key allies and influential lawmakers, committees and Executive branch policy makers;
- Coordinating an annual trip to Washington, DC to meet with the Congressional delegation, Biden Administration and key staff in the federal agencies;
- Helping the City with any issues that have a federal nexus, which may include providing comments on federal regulations, securing letters of support for grant applications,

Kiley & Associates

connecting local officials to federal agency professionals to maximize opportunities for success.

Kiley & Associates will collaborate with Perris to create a federal government funding and outreach program. The focus will be on developing a plan to apply for earmarks and targeted funding within specific federal agencies and developing crucial relationships with program managers responsible for administering target grants.

Kiley & Associates Team

Gregory T. Kiley-President, Kiley & Associates

Gregory Kiley is President of Kiley & Associates, LLC. Since retiring from federal service, he has consulted to federal, state and local governments, and industry and non-profit entities on national security policy and processes. He has written for the Center for Strategic and International Studies among others.

Prior to working in the private sector, Mr. Kiley served 25 years in the federal government, concentrating on local governments, defense and national security. He spent six years as a senior professional staff member for the Senate Armed Services Committee. As lead staff for two subcommittees, his oversight portfolio included all military air and ground systems, military logistics and readiness, and the defense budget. His responsibilities included coordinating and conducting congressional hearings, developing and drafting legislation, and negotiating and staffing passage of annual National Defense Authorization Acts and supplemental spending bills.

Mr. Kiley began his professional career in the U.S. Air Force, culminating as a senior pilot, flying C-130 aircraft and deploying throughout the world. Greg also held positions as a wing plans officer, maintenance officer, and information management officer. Greg lives in Washington, D.C. with his wife and daughters.

Jayson J. Braude-Chief Counsel, Kiley and Associates

Jayson Braude is the Chief Counsel to Kiley and Associates. Jayson Braude grew up in the Los Angeles area and is the Grandson of former United States Congressman Glenn Anderson. Jayson worked for United States Senators Kent Conrad and Sherrod Brown in Washington D.C. After law school, he worked as Legislative Counsel for United States Congresswoman Janice Hahn, where he staffed the Congresswoman on the House Transportation and Infrastructure Committee. He then became the District Director for Congresswoman Nannette Diaz Barragan in her San Pedro office. Jayson has over ten-years of experience in government affairs and maintains contacts all over Capitol Hill and throughout federal, state and local agencies. Jayson is a graduate of the UC Santa Barbara and received his law degree from Southwestern Law School in Los Angeles. Jayson is a member of the Washington Bar and resides in Washington, D.C.

Kiley & Associates

Kimberly J. VanWyhe-Vice President, Kiley & Associates

Kimberly is currently Vice President of Kiley & Associates, focusing on business development and policy and strategy development. Kimberly received her BA in Political Science from St. John's University in 2004 and received her MBA in International Business with a concentration in consulting and holds a certification in Global Oil and Gas Management from the Thunderbird School of Global Management. Kimberly's previous professional experience includes working on multiple political campaigns on both the state and federal level, working for the Alaska State Legislature as well as working for the Cohen Group, a defense-oriented consulting firm founded by former Secretary of Defense William Cohen. She then served as the Director of Energy Policy at the American Action Forum, a D.C. think tank focusing on economic, domestic, and fiscal policy issues. Kimberly was raised in Fairbanks, Alaska and currently resides in Washington D.C.

Kiley & Associates would very much welcome the opportunity to partner with Perris. Should you decide to hire our team we are prepared to begin immediately and would recommend a strategy session be scheduled as soon as possible so that we can begin our collaboration. Our monthly retainer for our services is \$3,500 per month.

Thank you for taking the time to review this proposal. Please do not hesitate to contact me directly with any questions.

Sincerely,



Gregory T. Kiley
President

Kiley & Associates, LLC
636 North Carolina Ave, SE
Washington, DC 20003
(202) 544-6897
gkiley@kileyassociates.org

EXHIBIT "B"

SPECIAL REQUIREMENTS

[NONE]

EXHIBIT "C"

SCHEDULE OF COMPENSATION

**Kiley & Associates
Schedule of Compensation**

	Primary Services	Total
Year 1	\$42,000	\$42,000
		<u>\$ 42,000.00</u>

Method of Payment

Consultant shall be paid on monthly basis in equal installments after receipt of invoice with a net of thirty payment term.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

Consultant shall perform the Services under this Agreement pursuant to a project schedule to be developed by the Consultant and subject to the written approval of the City.



CITY OF PERRIS

11.A.

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: February 14, 2023

SUBJECT: Consider Adoption of Resolution of Necessity to Acquire a Fee Simple Interest and Temporary Construction Easement for the Widening of Orange Avenue

REQUESTED ACTION: (1) That the City Council hold a public hearing on the proposed Resolution of Necessity and (2) adopt Resolution of Necessity authorizing the commencement of eminent domain actions to acquire a fee simple interest and temporary construction easement in APN 320-010-012 (“Interests”)

CONTACT: Robert Khuu, City Attorney

BACKGROUND/DISCUSSION:

Acquisition of fee simple interests and temporary construction easements (“Interests”) in portions of certain privately-owned properties located at the south side of Orange Avenue, east of North Perris Boulevard (APNs 320-010-001, 320-010-005, 320-010-006, 320-010-007, 320-010-008, 320-010-009, 320-010-010, 320-010-011, and 320-010-012) (See Exhibits to proposed Resolutions) is necessary for the widening and improvement of Orange Avenue generally between North Perris Boulevard and Medical Center Drive (“Project”). Written offers were sent to the owners of record (“Owners”), as required by California Government Code Section 7267.2.

This matter was originally heard by the City Council on January 10, 2023. The City Council continued this matter to tonight to give more time for the Owners to reach out to the City regarding the offers made. Since then, all of the Owners, except one – the owner of APN 320-010-012 – have started communicating with the City about the Project and the City’s offers and have started negotiations with the City. The City has not yet reached any final agreements with the Owners. However, given the progress made with the majority of the Owners, staff recommends the City Council authorize the acquisition of the Interests through eminent domain only with respect to APN 320-010-012 because the City has received no response from this property owner since the offers were sent out. Therefore, this report and recommendation only concerns APN 320-010-012.

In accordance with California Government Code Section 1245.235, the City has prepared and mailed notice of this hearing to the owner of APN 320-010-012 informing them of their right to appear at this hearing and be heard on the following issues: (1) whether the public interest and necessity require the Project; (2) whether the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; (3) whether the

Interests are necessary for the Project; (4) whether the offer required by Section 7267.2 of the Government Code has been made to the owner or owners of record, or has not been made because the owner cannot be located with reasonable diligence; and (5) whether the offer required by Section 7267.2 of the Government Code was made in the form and substance required by law.

While a hearing on a resolution of necessity is often referred to as a public hearing, the only notice required is 15 days' notice by regular mail to the property owner. No published notice is required.

The affirmative vote of two-thirds of all the members of the City Council is required to adopt the Resolution of Necessity.

COMPLIANCE WITH CEQA

Acquisition of real property by a public agency for the widening of Orange Avenue is a discretionary action subject to the California Environmental Quality Act ("CEQA").

Environmental impacts of this Project were addressed in the Negative Declaration No. 2223 approved by the City of Perris Community Development Department on June 23, 2007.

EVIDENCE IN SUPPORT OF THE FINDINGS IN THE RESOLUTIONS

Public acquisition of private property by eminent domain for public streets and right-of-way is authorized by Section 19 of Article I of the California Constitution, California Code of Civil Procedure Sections 1240.010 through 1240.050, and Government Code Sections 37350, 37350.5, 37353, and 40404.

Pursuant to California Government Code Section 1240.030, the power of eminent domain may be exercised to acquire property for a proposed project only if all of the following are established:

- (a) The public interest and necessity require the project.
- (b) The project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
- (c) The property sought to be acquired is necessary for the project.

In addition, a resolution of necessity must include a finding that the offer required by Government Code Section 7267.2 has been made to the owner or owners of record, or the offer was not made because the owner could not be located with reasonable diligence.

The public interest, convenience, and necessity require the Project to accommodate growth and development as anticipated in the Land Use Element. Currently, Orange Avenue consists of four lanes for a portion of the length between North Perris Boulevard and Medical Center Drive while the remaining portion consists of only three lanes – one lane on the south side and two lanes on the north side. The Project includes rehabilitating existing pavement, installing curb, gutter, and sidewalk, and re-striping and widening the remaining portion of the

south side of Orange Avenue from one to two lanes, making the width consistent with the rest of Orange Avenue between North Perris Boulevard and Medical Center Drive. The existing traffic signal at Orange Avenue and North Perris Boulevard is being replaced to match new improvements. The Project will improve traffic safety and emergency vehicle response times.

The Project is planned in the manner which will be the most compatible with the greatest public good and the least private injury. Orange Avenue is designated as a Secondary Arterial in the Circulation Element of the City's General Plan. Widening the existing roadway is the only practical means of achieving the necessary traffic capacity. Re-routing Orange Avenue would be cost prohibitive and have a greater impact on private property owners because more private property would need to be acquired than is necessary for widening the existing roadway.

At this time, the only Interests proposed to be acquired via eminent domain is in APN 320-010-012.

The Interests are the only portions of the property the City needs at the present time.

The acquisition of the Interests is necessary for the Project because, without the Interests, the Project cannot be completed.

The City of Perris made the precondemnation offer to the owner of APN 320-010-012 to purchase the Interests as required by Government Code § 7267.2 on October 31, 2022 and re-sent that offer on January 23, 2023.

REQUIRED FINDINGS AND SUPPORTING EVIDENCE

After the City receives testimony and evidence from all interested parties, the City Council must make a determination as to whether to acquire the Interests by eminent domain and adopt the proposed Resolution of Necessity (Attachment "1"). The City must find and determine that based upon all the evidence and the existence of the above stated conditions, (a) public interest and necessity require the project, (b) the project is planned in the manner that will be most compatible with the greatest public good and the least private injury, (c) acquisition by eminent domain is necessary, and (d) the offer required by Government Code Section 7267.2 has been made to the owner or owners of record, or the offer was not made because the owner could not be located with reasonable diligence.

If this action is approved by the City Council, the City Attorney will be instructed to take all steps necessary to commence legal proceedings in a court of competent jurisdiction to acquire the Interests by eminent domain. Counsel will also be directed to seek and obtain an order of prejudgment possession in accordance with the provisions of the eminent domain law so that the City may complete the project while eminent domain proceedings are pending in the court.

BUDGET (or FISCAL) IMPACT: The cost of acquisition of right of way and construction of the Project will be funded by developer, Pacific Communities.

Prepared by: Nick Papajohn, Deputy City Attorney

REVIEWED BY:

City Attorney

Assistant City Manager *[Signature]*

Deputy City Manager *[Signature]*

- Attachments:
1. Resolution of Necessity for APN 320-010-012
 2. Vicinity/Aerial Map

Consent:

Public Hearing:

Business Item:

Presentation:

Other:

ATTACHMENT 1

Resolution of Necessity for APN 320-010-012

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, DECLARING THAT PUBLIC INTEREST AND NECESSITY REQUIRE ACQUISITION OF INTERESTS IN A PORTION OF THE PROPERTY KNOWN AS ASSESSOR'S PARCEL NO. 320-010-012

WHEREAS, for the public purposes set forth herein, the City of Perris, California is authorized to acquire property through the exercise of eminent domain pursuant to Section 19 of Article 1 of the California Constitution, Section 1240.010 through 1240.050 of the California Code of Civil Procedure, and Sections 37350, 37350.5, 37353, and 40404 of the California Government Code; and

WHEREAS, the “Project” for the purposes of this acquisition is the widening and improvement of Orange Avenue, which generally consists of the widening of Orange Avenue between North Perris Boulevard and Medical Center Drive (referred to herein as the “Project”); and

WHEREAS, in order to carry out and make effective the principal purpose of the Project, it is necessary for the City of Perris to acquire street right-of-way in fee simple and a temporary construction easement (hereinafter the “Interests”) in a portion of certain privately-owned real property located at the south side of Orange Avenue, east of North Perris Boulevard, in the City of Perris, County of Riverside, California, Assessor’s Parcel No. 320-010-012 (hereinafter the “Property”); and

WHEREAS, the portion of the Property in which the City seeks to acquire the fee simple interest is described in Exhibit “A-1” which is attached hereto and incorporated by this reference, and depicted on the diagram attached hereto as Exhibit “B-1” which is incorporated herein by this reference; and

WHEREAS, the portion of the Property in which the City seeks to acquire the temporary construction easement, which will be in effect for 12 months, commencing upon written notice to the owner of the Property from the City of Perris, is described in Exhibit “A-2” which is attached

hereto and incorporated herein by this reference, and depicted on the diagram attached hereto as Exhibit “B-2” which is incorporated herein by this reference; and

WHEREAS, on or about October 31, 2022 and January 23, 2023 the City made a written offer to acquire the Interests to the record owner of the Property at an amount that was not less than the appraised fair market value in compliance with Government Code Section 7267.2(a), and the owner of the Property has not accepted said offer or otherwise conveyed the Interests to the City as of the date of this Resolution; and

WHEREAS, on January 30, 2023 a Notice of Intent to Adopt a Resolution of Necessity for Acquisition of the Interests in certain real property identified as Assessor’s Parcel No. 320-010-012 (a copy of which is attached hereto as Exhibit “C” and incorporated by this reference) was mailed to all persons whose names appear on the last equalized County Assessment Roll as having an ownership interest in the Property, and to the address appearing on said Roll, which Notice of Hearing advised said persons of their right to be heard on the matters referred to therein on the date and at the time and place stated therein; and

WHEREAS, the hearing that was the subject of said Notice of Hearing were held on February 14, 2023, at the time and place stated therein and all interested parties were given an opportunity to be heard on the following matters:

- (a) Whether the public interest and necessity require the Project;
- (b) Whether the Project is planned or located in a manner which is most compatible with the greatest public good and the least private injury;
- (c) Whether the Interests proposed to be acquired are necessary for the Project;
- (d) Whether an offer meeting the requirements of Government Code Section 7267.2 has been made to the owner or owners of record;
- (e) Whether all other prerequisites for the exercise of eminent domain to acquire the Interests have been met; and

WHEREAS, the City Council, as a result of said hearing, has determined that the public health, safety, and welfare require the City to acquire the Interests in the Property for the stated purposes; and

WHEREAS, environmental impacts of this Project were addressed in the Negative Declaration No. 2223 approved by the City of Perris Community Development Department on June 23, 2007.

NOW THEREFORE, BE IT RESOLVED, that the City Council hereby does find, determine, and declare based upon evidence presented to it as follows:

Section 1. The staff report presented regarding this matter at the February 14, 2023 hearing is incorporated herein by this reference. The facts referenced in this Resolution and the staff report, and specifically the recitals above, are found to be true and are incorporated herein by this reference. The findings made by the City Council herein are supported by substantial evidence contained in the record of this proceeding.

Section 2. The street right-of-way to be acquired is located within the City of Perris, County of Riverside, State of California, Assessor's Parcel No. 320-010-012, comprising a total of 1,123 square feet, is described in Exhibit "A-1" and depicted in Exhibit "B-1". The temporary construction easement to be acquired, which will be in effect for 12 months, commencing upon written notice to the owner of the Property from the City of Perris, comprising a total of 660 square feet, is described in Exhibit "A-2" and depicted in Exhibit "B-2".

Section 3. The public interest, convenience, and necessity require the Project to accommodate growth and development as anticipated in the Land Use Element. Currently, Orange Avenue consists of four lanes for a portion of the length between North Perris Boulevard and Medical Center Drive while the remaining portion consists of only three lanes – one lane on the south side and two lanes on the north side. The Project includes rehabilitating existing pavement, installing curb, gutter, and sidewalk, and re-striping and widening the remaining portion of the south side of Orange Avenue from one to two lanes, making the width consistent with the rest of Orange Avenue between North Perris Boulevard and Medical Center Drive. The existing traffic signal at Orange Avenue and North Perris Boulevard is being replaced to match

new improvements. The Project will improve traffic safety and emergency vehicle response times.

Section 4. The Project is planned in the manner which will be the most compatible with the greatest public good and the least private injury. Orange Avenue is designated as a Secondary Arterial in the Circulation Element of the City's General Plan. Widening the existing roadway is the only practical means of achieving the necessary traffic capacity. Re-routing Orange Avenue would be cost prohibitive and have a greater impact on private property owners because more private property would need to be acquired than is necessary for widening the existing roadway.

Section 5. The acquisition of the Interests in the Property is necessary for the Project because without the Interests, the Project cannot be completed. Acquisition of the Interests is expressly authorized by Section 19 of Article 1 of the California Constitution, California Code of Civil Procedure Sections 1240.010 through 1240.050 and Government Code Sections 37350, 37350.5, 37353, and 40404.

Section 6. The offer required by Government Code Section 7267.2 has been made to the owner of record of the Property, by way of letters dated October 31, 2022 and January 23, 2023, and the owner of record of the Property has not accepted the City's offer or made an acceptable counter offer.

Section 7. The City hereby declares its intent to acquire the Interests in the portion of the Property described in Exhibits "A-1" and "A-2" in the City's name, in accordance with the provisions of the law of the State of California and finds that all conditions, statutory requirements and prerequisites to the exercise of eminent domain to acquire the Interests described herein and the Project have been complied with by the City.

Section 8. The law firm of Aleshire & Wynder, LLP, is hereby authorized and directed to prepare, institute, and prosecute in the name of the City such proceedings, in the Court having proper jurisdiction thereof, as may be necessary for the acquisition of the Interests in a portion of the Property in accordance with the provisions of the California Eminent Domain Law and the Constitution of California. Said counsel are also authorized and directed to obtain

any necessary order of the Court granting the City the right of immediate possession and occupancy of the Property.

PASSED, APPROVED and ADOPTED at a regular meeting of the City Council of the City of Perris this ____ day of _____, 202__.

MICHAEL M. VARGAS
MAYOR OF THE CITY OF PERRIS

ATTEST:

NANCY SALAZAR
CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF PERRIS)

I, NANCY SALAZAR, City Clerk of the City of Perris, California, do hereby certify that Resolution No. _____ was adopted by the City Council of the City of Perris at a regular meeting held on the ___ day of _____, 202___, and that the same was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

NANCY SALAZAR
CITY CLERK

EXHIBIT "A-1"

LEGAL DESCRIPTION FOR FEE SIMPLE INTEREST

EXHIBIT "A"
APN 320-010-012

THE NORTHERLY 17.00 FEET OF LOT B IN BLOCK 3 OF FIGADOTA FARMS NO. 13, AS SHOWN BY MAP ON FILE IN BOOK 16 PAGE 83 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING IN SECTION 20, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

CONTAINING 1123 SQUARE FEET, MORE OR LESS.

SEE PLAT ATTACHED HERETO AS **EXHIBIT "B"** AND MADE A PART HEREOF. PREPARED UNDER MY SUPERVISION



MICHAEL E. JOHNSON, L.S. 7673

3/11/20
DATE



PREPARED BY: AL
CHECKED BY: mf

EXHIBIT "A-2"

LEGAL DESCRIPTION FOR TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION
APN 320-010-012

THE SOUTHERLY 10.00 FEET OF NORTHERLY 27.00 FEET OF LOT B IN BLOCK 3 OF FIGADOTA FARMS NO. 13, AS SHOWN BY MAP ON FILE IN BOOK 16, AT PAGE 83 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING IN SECTION 20, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

CONTAINING 660 SQUARE FEET, MORE OR LESS.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF. PREPARED UNDER MY SUPERVISION



MICHAEL E. JOHNSON, L.S. 7673

08/09/22
DATE



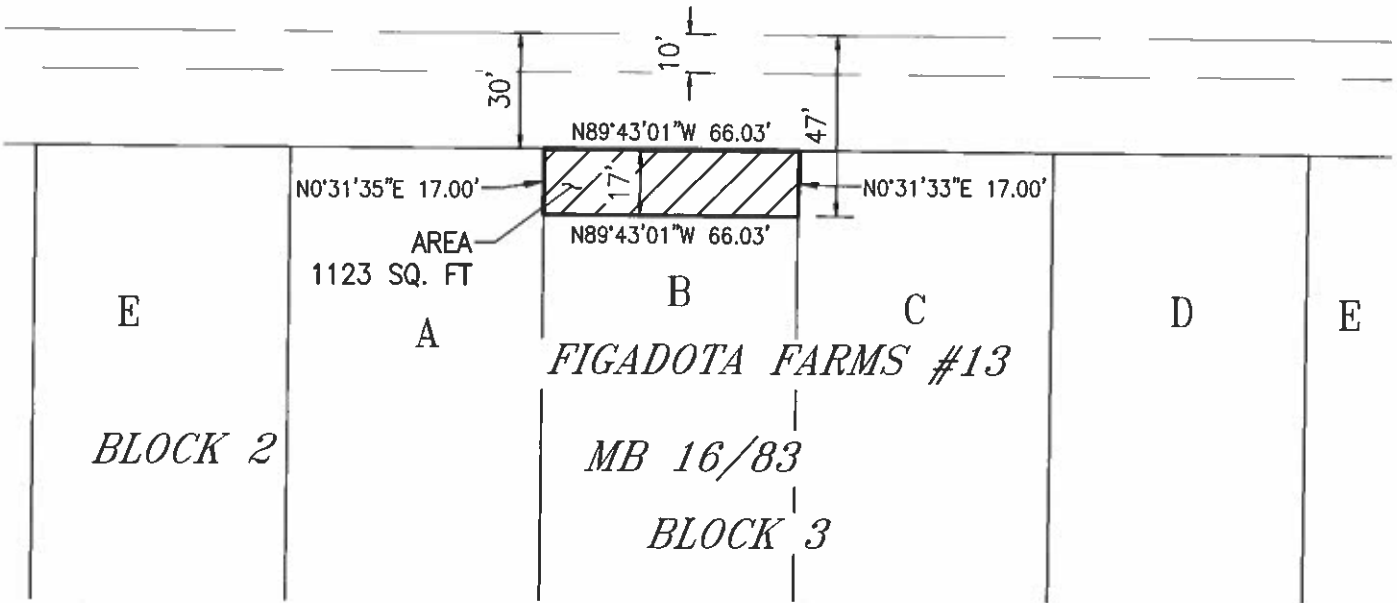
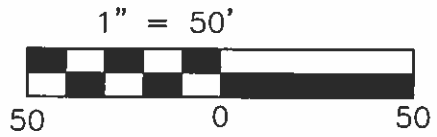
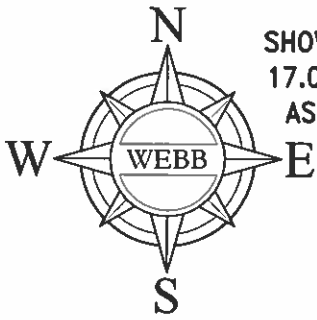
PREPARED BY: AL
CHECKED BY: JR

EXHIBIT "B-1"

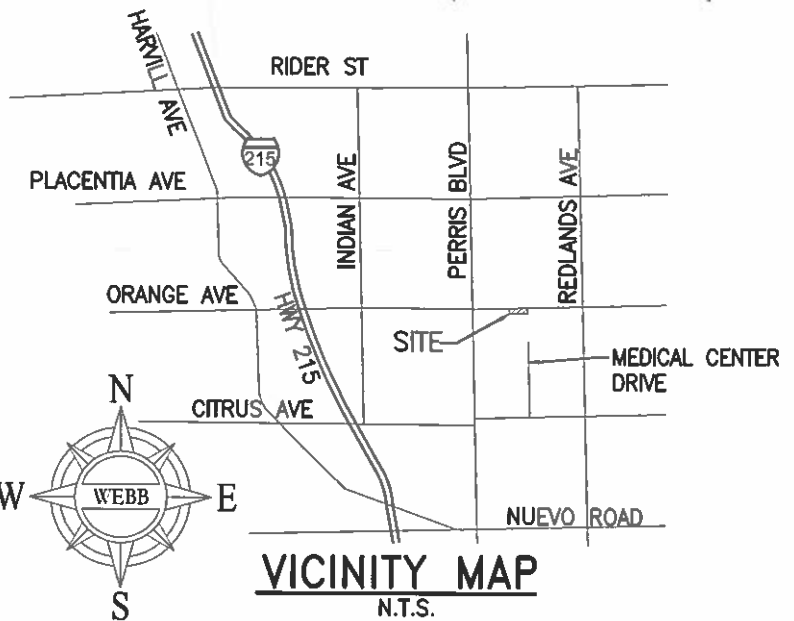
PLAT MAP FOR FEE SIMPLE INTEREST

EXHIBIT "B"

SHOWING THE DEDICATION OF RIGHT-OF-WAY OF THE NORTHERLY 17.00 FEET OF LOT B IN BLOCK 3 OF FIGADOTA FARMS NO. 13, AS SHOWN BY MAP ON FILE IN BOOK 16, PAGE 83 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA



3/11/20



SEC. 20, T4S, R3W, SBM

ALBERT A.
WEBB
ASSOCIATES

CITY OF PERRIS

\\Elsinore\wo4\2019\19-0006\Drawings\Mapping\Legals & Plats\Right of Way\19-0006_ROW.dwg
3/9/2020 11:38 AM

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 1 OF 1

W.O.
19-0006

SCALE: 1"=50'

DRWN BY ALR
CHKD BY MJ

DATE 4/29/19
DATE 4/29/19

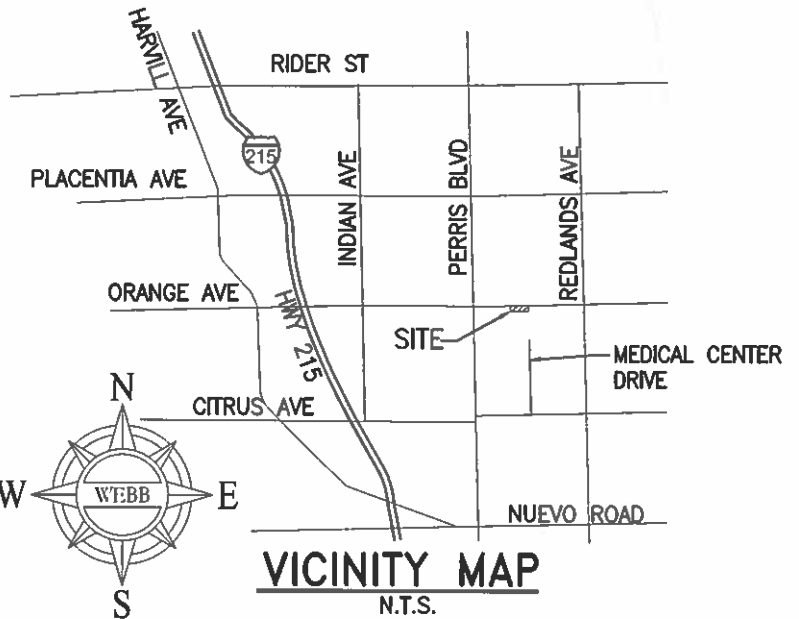
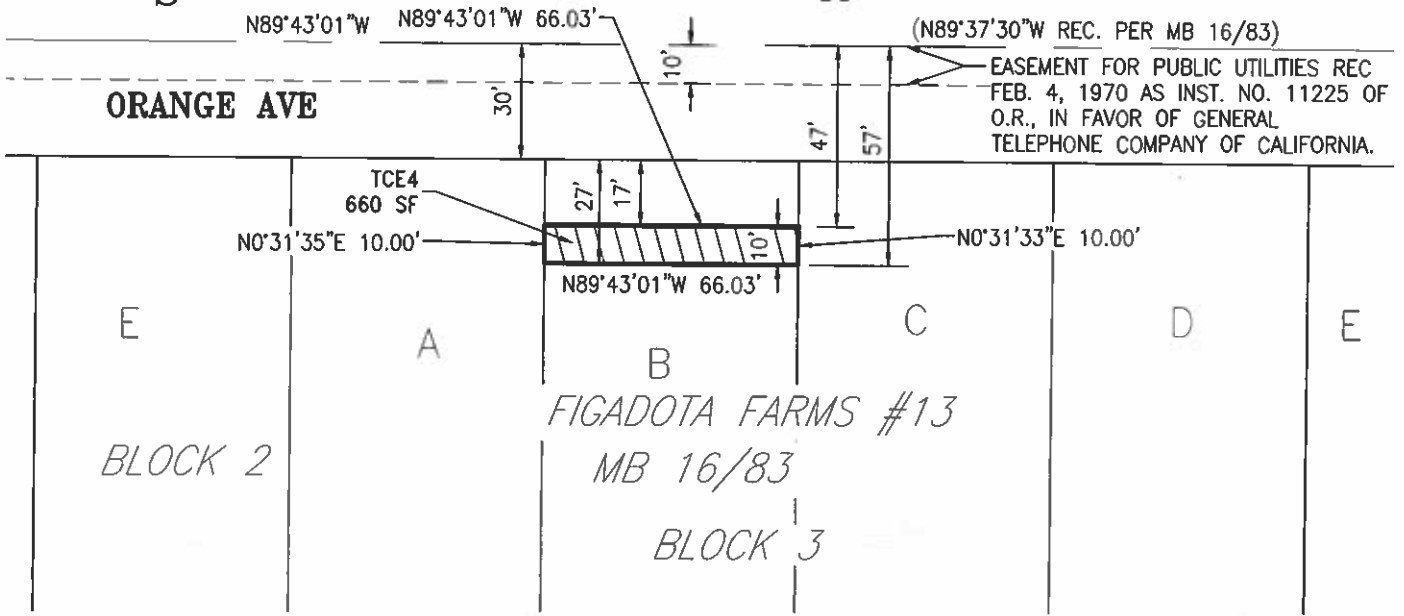
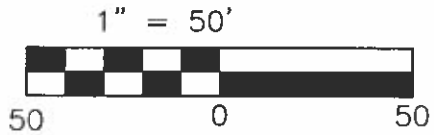
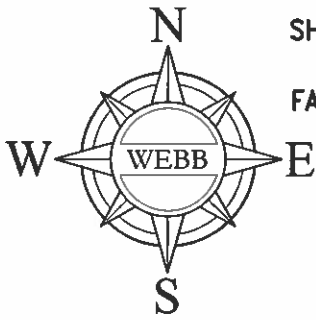
SUBJECT: APN 320-010-012

EXHIBIT "B-2"

PLAT MAP FOR TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT "B"

SHOWING THE TEMPORARY CONSTRUCTION EASEMENT OF THE SOUTHERLY 10.00 FEET OF THE NORTHERLY 27.00 FEET OF LOT B IN BLOCK 3 OF FIGADOTA FARMS NO. 13, AS SHOWN BY MAP ON FILE IN BOOK 16, PAGE 83 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA



SEC. 20, T4S, R3W, SBM

ALBERT A.
WEBB
ASSOCIATES

CITY OF PERRIS

H:\2019\19-0006\Drawings\Mapping\Legals & Plats\TCE\19-0006_TCE.dwg 8/10/2022 4:06 PM

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT.
ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 1 OF 1

W.O.
19-0006

SCALE: 1"=50'

DRWN BY ALR
CHKD BY JCR

DATE 8/27/2020
DATE 8/27/2020

SUBJECT: APN 320-010-012

EXHIBIT "C"

NOTICE OF INTENT TO ADOPT RESOLUTION OF NECESSITY



January 30, 2023

Chen-Hao Kao
C/O Victoria Chen
8507 Chimeras Avenue
Northridge, CA 91325

Chen-Hao Kao
C/O Victoria Chen
8507 Chimineas Avenue
Northridge, CA 91325

Re: APN: 320-010-012
Property: South side of Orange Avenue, east of N Perris Boulevard,
City of Perris, Riverside County
Subject: Resolution of Necessity

Dear Property Owner:

This firm serves as the City Attorney's Office for the City of Perris. On October 31, 2022 and January 23, 2023, the City of Perris (the "City") made an offer to purchase portions of the property identified as Assessor's Parcel Number 320-010-012 in the City of Perris, California, located on the south side of Orange Avenue, east of N Perris Boulevard, City of Perris, County of Riverside, California. The City reiterates its previous offer of \$3,600, subject to the conditions stated in the offer.

You are also hereby notified that the City intends to consider the adoption of a resolution of necessity authorizing acquisition of said property by eminent domain. The City's governing body will consider that resolution at a meeting to be held at the following time and place:

Date: February 14, 2023
Time: 6:30 p.m.
**Location: City of Perris, City Hall, Council Chambers, 101 North D Street,
Perris, California**

You have the right to appear at the meeting and be heard on the following issues:

1. Whether the public interest and necessity require the project;
2. Whether the project is planned and located in the manner that will be most compatible with the greatest public good and the least private injury;
3. Whether the interests sought to be acquired are necessary for the project;

4. Whether the offer required by Section 7267.2 of the *Government Code* has been made to the owners(s) of record; and
5. Whether the offer required by Section 7267.2 of the *Government Code* was made in the form and substance required by law.

NOTICE: If you fail to file a written request to be heard at the hearing within 15 days after the date of this letter, then the City may decide not to hear or consider any evidence which you may have to present. Please also be advised that, if you do not appear and present information to the City at the hearing, then you may be precluded from later challenging the City's authority to acquire the interests through its use of the power of eminent domain. Information may be presented in writing if it is received before the hearing. For information as to whether you may be able to participate remotely for this hearing, the agenda for the meeting and can be found at <https://www.cityofperris.org/government/city-council/council-meetings>.

Neither the pendency of the City's consideration of the resolution of necessity, nor the initiation of formal eminent domain proceedings, in any way prevents negotiations from occurring for the acquisition of said property, and the City will be most willing to engage in such negotiations.

If you have any comments or questions, please do not hesitate to contact me at (949) 223-1170 or Clara Miramontes, City Manager, at (951) 943-6100.

Thank you for your cooperation in this matter.

Very truly yours,

ALESHIRE & WYNDER, LLP



Nicolas D. Papajohn
Associate

NDP/ndp

cc: Stuart McKibbin, City Engineer (via email)
Robert Khuu, City Attorney (via email)
June Ailin, Special Counsel (via email)

ATTACHMENT 2

Vicinity/Aerial Map

Perris & Orange



Legend

- Improvements
- Eminent Domain
- Parcel Owner - Chen Hao Kao
- Parcels - Owners

1. Samir B. Patel, Manisha B. Patel (320010001)
2. Balu V. Patel, Malte B. Patel (320010005)
3. Balu V. Patel, Malte B. Patel (320010006)
4. Balu V. Patel, Malte B. Patel (320010007)
5. Amanda N. Bui (320010008)
6. Amanda N. Bui (320010009)
7. Amanda N. Bui (320010010)
8. Amanda N. Bui (320010011)
9. Chen Hao Kao (320010012)



CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: February 14, 2023

SUBJECT: Civic Center Circulation & Parking Improvements Phase 2 (CIP F055)

REQUESTED ACTION: Authorize additional funds in the amount of \$522,000, \$300,000 from Fund 163 Community Amenities and \$222,000 from General Funds to the Civic Center Circulation & Parking Improvements Phase 2; Approve the Plans and Specifications for the Project; Award Public Works Construction Contract to Urban Habitat for \$1,518,850.72; Reject all other bids; and authorize 10% of the Bid Amount for Inspection, Construction Administration, Testing and Survey and 10% of the Bid Amount for Construction Contingencies, totaling \$1,952,750.86 in project costs; and authorize City Manager to execute the Public Works Construction Contract.

CONTACT: Stuart E. McKibbin, Contract City Engineer

BACKGROUND/DISCUSSION:

The Civic Center Circulation & Parking Improvements Phase 2 Project is located in the City Hall Campus specifically the parking lot of building 227 N. D Street (Community Services Building). The project consists of the repaving of the parking lot, construction of a concrete driveway to connect the parking lot to the Development Services parking lot to allow employees at the Community Services building to have safe vehicle access onto the street, installation of lighting throughout the project, and installation of landscaping and irrigation. One of the benefits of the project is that it makes it safer for city staff at the Community Services building to connect to the rest of City Hall campus using a new driveway, thereby allowing safe access to D Street, Perris Boulevard and San Jacinto Boulevard.

On January 12, 2023, five bids were revealed via Active Bidder for the Civic Center Circulation & Parking Improvements Phase 2 Project. Bids Ranged from \$1,518,850.72 to \$2,148,769.00. The low bid was submitted by Urban Habitat. City staff has checked the references for Urban Habitat and their work has been considered satisfactory by the City Engineer's Office. Staff has coordinated with Urban Habitat to hold their bid until February 14, 2023. If awarded, construction is anticipated to begin March 13, 2023, and 80 working days have been allotted to complete the project.

This project is funded by Fund 154 (Construction Fund) and currently has a budget of \$1,478,495.76. The project was budgeted using construction costs from early 2022. Since then, the industry has experienced substantial construction cost increases.

The total cost of the construction contract, pre-construction costs, construction contingencies, inspection, construction administration, testing and survey is now \$1,952,750.86. Additional funds in the amount of \$522,000 are needed to cover the shortfall.

PROJECT BREAKDOWN	
Construction Fund 154 Approved Budget	\$ 1,478,495.76
Project Costs	
Outstanding Pre-Construction (Est.) Design and soft costs	\$ 130,130.00
Construction Contract	\$ 1,518,850.72
Inspection, Construction Administration, Testing and Survey	\$ 151,885.07
Contingences	\$ 151,885.07
Total Cost	\$ 1,952,750.86
	\$ 521,130.10
Additional Funds Needed	(Rounding to \$522,000)

Finance staff identified three potential DIF funding sources that could be utilized to cover the shortfall. These sources are Parks DIF, Community Amenities, or General Fund. It is possible to use Park DIF funds since the project includes parking and driveways for park use (Foss Field Park).

On February 7, 2023, the Parks and Recreation Committee reviewed a proposal by staff to utilize Park DIF for a portion of the shortfall as follows. The amount of each of these funds are as follows:

Parks DIF -	\$222,000
Community Amenities -	<u>\$302,000</u>
TOTAL	\$522,000

The committee expressed concern that the use of Park DIF could be better used for other park needs but acknowledged that this project is beneficial for employee safety and that it should move forward now to avoid the risk of going back out to bid later with higher construction costs. The committee recommended that \$222,000 of Park DIF not be used for this project but rather from the General Fund. Staff also discussed the potential to remove certain features of the project to reduce cost which would require rejecting the bids and then having to go out to bid again. This could result in higher estimates due to continuously increasing construction costs.

Staff recommends that the Council authorize additional funds in the amount of \$300,000 from Fund 163 Community Amenities and \$222,000 from General Fund, totaling \$522,000 and adopt the plans and specifications, award the project to Urban Habitat, reject all other bids, and authorize 10% of the bid amount for construction contingencies, and 10% of the bid amount for Inspection, Construction Administration, Testing and Survey and authorize the City Manager to execute the construction contract.

If additional funding is not approved, then staff recommends rejecting all bids. The project could either be abandoned or redesigned to reduce costs based on Council direction.

BUDGET (or FISCAL) IMPACT: Budget of \$300,000 from Fund 163 Community Amenities and \$222,000 from General Fund.

Prepared by: Ryan Traylor, Assistant Engineer

REVIEWED BY:

City Attorney _____
Assistant City Manager WB
Deputy City Manager ER

Attachments:

1. Vicinity/Aerial Map
2. CIP Sheet F-55
3. Project Plans and Specifications (Due to size the Project Plans and Specifications are available on file at the City Clerk's Office or at this link: <https://www.cityofperris.org/government/city-council/council-meetings>)
4. Lowest Bidders Bid Package (Due to size the Lowest Bidders Bid Package is available on file at the City Clerk's Office or at this link: <https://www.cityofperris.org/government/city-council/council-meetings>)
5. Public Works Construction Contract
6. Bid Results

Consent:

Public Hearing:

Business Item: Yes

Presentation:

Other:

ATTACHMENT 1

Vicinity Map

**CITY HALL CAMPUS FEATURING FUTURE FOSS FIELD EXPANSION, CIVIC CENTER
CIRCULATION & PARKING IMPROVEMENTS PHASE 2 & EXISTING CAMPUS LAYOUT**



LEGEND:

- DEVELOPMENT SERVICES BUILDING
- COMMUNITY SERVICES BUILDING
- FUTURE FOSS FIELD EXPANSION
- CIVIC CENTER IMPROVEMENTS PHASE 2
- GREEN CITY FARM



TRI LAKE
CONSULTANTS, INC.
CITY ENGINEER
DATE: 07/28/21



ATTACHMENT 2

CIP Sheet F-55

CITY OF PERRIS

Capital Improvement Program Project Details

Project Number: **F055**
 Project Title: **Civic Center Circulation & Parking Improvements**
 Managing Department: **City Engineer**



Project Description and/or Justification: Connectivity improvements between Civic Center and Code Enforcement Department, along with parking lot resurfacing, landscaping, and lighting.



Original Budget: 500,000
Budget Amendments: 1,900,000
Total Project Costs: 912,576
Available Funds: 1,487,424

Project Dates:
 Begin: FY 18/19
 Completion:

Total Budget Additions (Deletions): 12,576

Funding Sources:	Fund	Project to Date Available	Proposed Plan 2022/2023	Proposed Plan 2023/2024	Proposed Plan 2024/2025	Proposed Plan 2025/2026	Total
Construction Fund	154		1,500,000				\$ 1,500,000
Developer Cont. - Infrastructure	157	1,487,424	(1,487,424)				\$ -
							\$ -
							\$ -
Total:		1,487,424	12,576	-	-	-	\$ 1,500,000

Budget Amendment Notes				
Date	Description / Action	Adopted Budget	Amendment	Amended Budget
2018/19	Adopted Budget Infrastructure -	500,000		500,000
2019/20	Infrastructure		1,200,000	1,700,000
2021/22	Infrastructure		700,000	2,400,000
2022/23	Infrastructure		(1,487,424)	912,576
2022/23	Construction Fund - Park West Contr.		1,500,000	2,412,576
				2,412,576
				2,412,576
				2,412,576
				2,412,576
Total:		\$ 500,000	\$ 1,912,576	\$ 2,412,576
F-55				

As of 5/31/2022

ATTACHMENT 3

Project Plans and Specifications

Due to size the Project Plans and Specifications are available on file at the City Clerk's Office or at this link: <https://www.cityofperris.org/government/city-council/council-meetings>

ATTACHMENT 4

Lowest Bidders Bid Package

Due to size the Lowest Bidders Bid Package is available on file at the City Clerk's Office or at this link:

<https://www.cityofperris.org/government/city-council/council-meetings>

ATTACHMENT 5

Public Works Construction Contract

PUBLIC WORKS CONSTRUCTION CONTRACT

THIS PUBLIC WORKS CONSTRUCTION CONTRACT (“Contract”) is made and entered into as of the date executed by the City Manager, by and between _____ (“Contractor”) and the City of Perris (“City”), for a total amount of \$ _____, consisting of \$ _____ as set forth in Contractor’s bid (the "Contract Amount") and up to \$ _____ in a Construction Contingency amount if approved by the City pursuant to this Contract.

WHEREAS, pursuant to the Notice Inviting Bids, bids were received, publicly opened, and declared on the date specified in said Notice, and;

WHEREAS, City did accept the bid of Contractor dated _____, 20____ (“Contractor’s Bid”) and;

WHEREAS, City Council has authorized the City Manager to enter into a written Contract with Contractor for furnishing labor, equipment, and material for the construction of:

JOB NO.:	<u>CIP F055</u>
DESCRIPTION:	<u>Civic Center Circulation & Parking Improvements Phase 2</u>
LOCATION:	<u>227 North D Street Perris, CA 92570</u>

(Hereinafter referred to as “the Project”).

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed:

1. **GENERAL SCOPE OF WORK**: Contractor shall furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the Project (collectively, the “Work”). Said Work shall be performed in accordance with (i) all of the Contract Documents incorporated herein, (ii) the bid prices contained in the Contractor’s Bid, and (iii) the instructions of the City Engineer or his/her designee.

2. **CONTRACT DOCUMENTS INCORPORATED**: This Contract includes and hereby incorporates in full the following documents, including all exhibits, drawings, plans and specifications, attachments, and addenda thereto (collectively, the “Contract Documents”):
 - A. Notice of Bids
 - B. Information for Bidders
 - C. Bid Forms
 - D. Contractor’s Bid
 - E. General Provisions
 - F. Standard Provisions

- G. Project Plans
- H. Performance and Payment Bonds
- I. All change orders authorized after execution of this Contract.

This Contract is intended to require a complete and finished Project and anything necessary to complete the Work properly and in accordance with the law and lawful governmental regulations shall be performed by Contractor whether set out specifically in this Contract or not. Should it be ascertained that any inconsistency exists between the Contract Documents and this Contract, the provisions of this Contract shall control, except as required and specified under law.

3. **CONSTRUCTION START AND COMPLETION DATE:** The start construction date shall be the date stipulated in the Notice to Proceed issued by the City Engineer (“Start Date”). Contractor shall complete the Project within **80 Working Days** from the Start Date. City and Contractor acknowledge and agree that at the time of execution of this Contract it is impracticable and extremely difficult to fix the actual damages that will be incurred by City if Contractor fails to complete the Project by the Completion Date. Accordingly, City and Contractor agree that liquidated damages in the amount of one thousand dollars (\$1,000.00) for each calendar day the Project remains incomplete beyond the Completion Date is a reasonable sum to assess as liquidated damages due to City by reason of the failure of Contractor to complete the Project. City may deduct the amount of liquidated damages from any payment due or that may become due to Contractor under this Contract. Progress payments made after the Completion Date shall not constitute a waiver of liquidated damages.
4. **INSURANCE:** Contractor shall not commence any Work under this Contract until Contractor has obtained all insurance required by the Contract Documents from a company or companies acceptable to City, nor shall Contractor allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained.
5. **PREVAILING WAGES:** In accordance with the provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 and 2, Contractor and any subcontractor under Contractor is required to pay not less than the general prevailing rate of per diem wages to all workmen employed in the performance of this Contract, for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In that regard, pursuant to the California Labor Code, the Director of the Department of Industrial Relations of the State of California has determined such general prevailing rates of per diem wages. Copies of such prevailing rates of per diem wages are on file in the office of the Engineering

Department, 24 S. "D" Street, Suite 100, Perris, California, 92570 and are available to any interested party upon request; or may be obtained online from the Department of Industrial Relations website at <http://www.dir.ca.gov>. Contractor shall cause a copy of such determinations to be posted at the job site.

Contractor and any subcontractor under Contractor is subject to forfeiture of penalties to City, as provided under the provision of Section 1775 of the California Labor Code for each worker employed, for each calendar day or portion thereof, if such worker is paid less than the general prevailing rate of wages hereinbefore stipulated for any work done under this Contract, by him or by any subcontractor under him, in violation of the provisions of the California Labor Code. Penalties shall be in addition to civil penalties, restitution of wages, liquidated damages to the employee, and any other applicable penalties imposed by the Labor Commissioner pursuant to the California Labor Code, or court of law.

By entering into this Contract, Contractor certifies that neither it nor any person or firm that has an interest in Contractor's firm is a person or firm that is barred from being awarded Public Works contracts by virtue of Section 1777.1 of the California Labor Code.

Contractor and any subcontractor under him shall submit, not less than monthly to the City and to the Labor Commissioner, certified copies of the payroll records for all said workers for the preceding month's pay periods, and shall comply with all statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection as required by Labor Code Section 1776 and the Contract Documents. Contractor and any subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner not less than monthly.

6. **APPRENTICESHIP EMPLOYMENT:** In accordance with the provisions of Section 1777.5 of the California Labor Code as amended, and in accordance with the Regulations of the California Apprenticeship Council, properly indentured apprentices may be employed in the prosecution of the Work.

Attention is directed to the provisions in Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code concerning the employment of apprentices by Contractor or any subcontractor under him.

Contractor and subcontractors under him shall comply with all requirements of Sections 1777.5 and 1777.6 of the California Labor Code in the employment of apprentices.

7. **LEGAL HOURS OF WORK:** Eight (8) hours of labor shall constitute a legal day's work for all workers employed in the execution of this Contract, and Contractor, and any subcontractor under him, shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

Contractor and any subcontractor under Contractor shall forfeit, as a penalty to City, twenty-five dollars (\$25) for each worker employed in the execution of this Contract, by him or any subcontractor under him, upon any of the work hereinbefore mentioned, for each calendar day during which said worker is required or permitted to labor more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of said California Labor Code.

8. **PUBLIC WORKS CONTRACTOR REGISTRATION:** Pursuant to California Labor Code Division 2, Part 7, Chapter 1, Article 2, a contractor or subcontractor shall not be qualified to engage in the performance of any contract for public work with City, as defined in said chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the same. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

This Contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Contractor shall cause job site notices to be posted as prescribed by regulation.

9. **NON-DISCRIMINATION:** No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every Contractor and subcontractor under Contractor for public works violating this section is subject to all of the penalties imposed for a violation of Chapter I of the Labor Code in accordance with the provisions and of Section 1735 of said Code.
10. **CONTRACTOR'S LIABILITY; INDEMNIFICATION:** City, its elected officials, officers, agents and employees, shall not be answerable or accountable in any manner for any loss or damage that may happen to the Work or any part thereof, or for any of the materials or other things used or employed in performing the Work, or for injury or damage

to any person or persons, either worker, employees of Contractor or his subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the Work. Contractor shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever, except the active negligence or willful misconduct of City, Tri Lake Consultants, Inc., its employees, servants, or independent contractors who are directly responsible to City during the progress of the Work, or at any time before its completion and final acceptance.

Contractor will indemnify City of Perris, Tri Lake Consultants, Inc., its elected officials, officers, agents and employees against and will hold and save them harmless from any and all actions, claims, damages to persons or property, penalties, obligations, or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with this Contract, the Work, operation, or activities of Contractor, his agents, employees, subcontractors, or invitees provided for herein, whether or not there is concurrent passive negligence, but excluding such actions, claims, damages to persons or property, penalties, obligations, or liabilities arising from the active negligence or willful misconduct of City, Tri Lake Consultants, Inc., its employees, servants, or independent contractors who are directly responsible to City, and in connection therewith:

- a. Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations, or liabilities and will pay all cost and expenses, including attorney's fees incurred in connection therewith.
- b. Contractor will promptly pay any judgment rendered against Contractor, or City, Tri Lake Consultants, Inc., or its elected officials, agents or employees, covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations, or activities of Contractor hereunder, and Contractor agrees to save and hold the same harmless therefrom.
- c. In the event City/Tri Lake Consultants, Inc. is made a party to any action or proceeding filed or prosecuted against Contractor for damages or other claims arising out of or in connection with the work, operation, or activities of Contractor hereunder, Contractor agrees to pay to City any and all costs and expenses incurred by City/Tri Lake Consultants, Inc. in such action or proceeding together with reasonable attorney's fees.
- d. Any payments due to Contractor under this Contract may be retained by City until disposition has been made of actions or claims for damage described herein.

11. SUBCONTRACTOR COMPLIANCE: Contractor shall be responsible for the

compliance by any subcontractor or lower tier subcontractor under it with this Contract, all State and Federal laws, codes and regulations, and Municipal Ordinances and Regulations of City.

12. THIRD PARTY CLAIM: Contractor shall notify City within 72 hours of the receipt of any third-party claim relating to this Contract.

13. CONTRACT PRICE AND PAYMENT: City shall pay Contractor for furnishing the material and doing the prescribed Work per the unit prices set forth in the Contractor's Bid. Contractor agrees to monthly progress payments as described in the Contract Documents.

No expenditure from the Construction Contingency ("Contingency") for any labor, equipment, materials, or any other article or service whatsoever, provided in relation to the Work shall be made without the prior written approval of City. Such expenditures and/or payments from the Contingency shall be made only pursuant to a Change Order signed by both parties. Verbal authorization to proceed with additional work shall not satisfy the requirement for a signed Change Order. No Change Orders combined shall exceed the Contract Amount plus the Contingency. The Contingency is for the sole and exclusive benefit and use of City for adjustments to the Contract Amount. The establishment of the Contingency is not to be construed as a promise, representation, or guarantee of the amount of compensable changes that may occur, which may be substantially more or less than the Contingency. Upon final completion and final payment, any portion of the Contingency that has not been expended by City for compensable changes expressly authorized by Change Order shall not be part of the total Contract Amount and shall not be payable or owed to Contractor.

14. RIGHTS, TITLE, INTEREST: In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties. [California Public Contract Code Section 7103.5(b)]

15. DEFECTIVE WORK: City's inspection of the Work and the Project shall not relieve Contractor of any obligations to fulfill this Contract and complete the Project in accordance with the Contract Documents. Defective work and materials shall be made good. Failure

of City to identify a defect, or failure of an inspector to reject any portion of the Work, is not acceptance or a waiver of poor workmanship notwithstanding payments or release of any retention in whole or in part, and shall not be construed to waive any of City's rights or remedies under this Contract.

16. TERMINATION: City may terminate this Contract in whole or in part for cause or convenience by giving ten (10) calendar days written notice. Where Contractor's services have been so terminated by City, said termination shall not affect any right or remedy of City against Contractor or the Surety, then existing or accrued thereafter.

A. **TERMINATION FOR CAUSE:** It is City's right to terminate this Contract upon the occurrence of any of the following events by default of Contractor: (1) Contractor refuses or fails to perform the Work required under this Contract with diligence to ensure substantial completion of the Project by the Completion Date. Termination shall be effective if Contractor does not cure its failure to perform in a manner acceptable to City within ten (10) calendar days of notice of termination. Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes, or other forces over which he has no control; (2) Contractor fails to comply with the provisions of this Contract; (3) Contractor violates any ordinance, regulation, State or Federal Law which applies to its performance under this Contract; (4) Contractor files bankruptcy or otherwise becomes insolvent; (5) Contractor makes a general assignment for the benefit of creditors; (6) a trustee or receiver is appointed for the Contractor or his property; (7) Contractor repeatedly fails to supply sufficient skilled workers or suitable materials or equipment; (8) Contractor has abandoned the Work or the Project, and/or; (9) Contractor disregards proper directives of the Architect, Inspector, or City Engineer under the Contract Documents. It will be at City's sole discretion to allow Contractor to remedy each cause for the termination without waiving City's right to terminate this Contract or restricting any other right or remedy under this Contract or law.

In the event that this Contract is terminated for cause, City may take over the Work and may exclude Contractor from the Project site. In exercising the right to complete the Project, City, at its sole discretion, may pursue such in a manner that is cost effective, timely, and beneficial to City, including but not limited to demanding that the Surety take over and complete the Work. City may demand that the Surety not utilize Contractor in said performance of completing the Work. Upon failure of the Surety to begin completion of the Work, within fifteen (15) calendar days after demand thereof, City may take over the Work

and pursue its completion.

Contractor and the Surety shall be liable for damages sustained by City from the termination of this Contract under this clause, including, without limitation all cost necessary for repair and completion of the work.

City shall have the right to withhold monies otherwise payable to Contractor until the Project is complete. If City incurs additional costs, expenses, or other damages due to the failure of Contractor to perform the Work pursuant to this Contract, said expenditures shall be deducted from the amounts withheld. Should there be a balance of monies held after all expenses have been paid, the balance will be paid to Contractor upon completion of the Project.

- B. **TERMINATION FOR CONVENIENCE**: City may terminate this Contract at any time for environmental considerations, its convenience, or when it is in the best interest of City.

Upon such termination, payment to Contractor shall be the actual cost of the Work completed, suitable storage and protection of materials and equipment delivered to the site, but not yet incorporated into the Work, and other costs actually incurred as permitted by this Contract and approved by City up to the effective date of termination. Ten percent (10%) of the actual cost of Work completed shall be allowed for overhead and profit providing that such payments do not exceed the total Contract Amount. The amount of any payments made to Contractor prior to the effective termination date shall be deducted from the actual costs of completed Work. Contractor shall not be entitled to any claim or lien against City for any additional compensation or damages in the event of termination of this Contract.

- C. **DISCONTINUE WORK**: Upon receipt of the termination notice, Contractor shall immediately discontinue the Work and placement of orders for materials, facilities and supplies in connection with the performance of this Contract, unless otherwise directed in the notice. Contractor shall promptly deliver to City all completed work, including plans, as-builts, forms, reports, and products. Any dispute regarding the amount owed to Contractor shall not diminish the right of City to receive and use such documents or materials.

17. **ATTORNEY FEES**: In the event that any action or proceeding is brought by either party to enforce any term or provision of this Contract, the prevailing party shall recover its reasonable attorney's fees and costs incurred with respect thereto.

18. **ACCOUNTS AND RECORDS**: Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the City or any authorized representative and will be retained for three (3) years after the expiration of this Contract, unless permission to destroy them is granted by the City.

19. **CONFLICTS OF INTEREST**: No officer or employee of City shall have any financial interest in this Contract nor shall any such officer or employee participate in any decision relating to the Contract which affects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is interested, in violation of any State statute or regulation. Similarly, Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Contract.

20. **AUTHORITY TO EXECUTE**: The persons executing this Contract on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Contract on behalf of said party, (iii) by so executing this Contract, such party is formally bound to the provisions of this Contract, and (iv) the entering into this Contract does not violate any provision of any other agreement to which said party is bound.

21. **VENUE**: Legal actions concerning any dispute, claim or matter arising out of or in relation to this Contract shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Contractor agrees to submit to the personal jurisdiction of such court in the event of such action.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

Contractor

State of California

Contractor's License No: _____ Expiration Date: _____

Contractor's Business Tele. #: (____) _____ Emergency Tele. #: (____) _____

Contractor Name: _____

Address: _____

(S E A L)

Signature must be that of a duly authorized representative (Corporations require two signatures. Both must be officers of the company.)

By: _____
(Signature)

(Print Name)

(Date)

Title: _____

By: _____
(Signature)

(Print Name)

(Date)

Title: _____

City

City of Perris

Attest to:

City Clerk

City Manager

Date

ATTACHMENT 6

Bid Results

Civic Center Circulation & Parking Improvements

Post Date: 11/23/2022 19:18 PST

Due Date: 01/05/2023 before 14:00 PST

Estimated Value: \$1,550,000

Results / 5 total

#	Name	Company	Address	Phone	Amount	Submitted	Status
1	Faessel, Mark	Urban Habitat	47250 Washington Street B La Quinta, California 92253	760-345-1101	\$1,518,850.72	01/05/2023 15:42:43	Low Bidder
2	Wittenberg, Shawn	LC Paving & Sealing, Inc.	620 Alpine Way Escondido, CA 92029	760-752-1743	\$1,861,093.5	01/05/2023 14:33:58	
3	Lounsbury, Bryan	Riverside Construction Company, Inc.	4225 Garner Road Riverside, CA 92501	951-682-8308	\$1,926,900	01/05/2023 15:36:04	
4	Trenholm, Tiffany	Act 1 Construction, Inc.	444 6th street norco, California 92860-1758	9517351184	\$1,985,657.8	01/05/2023 15:52:32	
5	Gonzales, Richard	C.S. Legacy Construction, Inc.	675 Brea Canyon Rd. STE 8 Walnut, California 91789	9095902626	\$2,148,769	01/05/2023 15:44:25	



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: February 14, 2023

SUBJECT: Beautification Committee City Council Appointments.

REQUESTED ACTION: Consideration for the City Council to add the Beautification Committee to the working city committees list and make City Council appointments

CONTACT: Mayor Michael M. Vargas

BACKGROUND/DISCUSSION:

At the January 10, 2023 City Council meeting, the Mayor made appointments, which were ratified by the City Council, to various regional boards and commissions, and to the City Council working committees. On January 31, 2023, Mayor Vargas requested that the City Council consider a Beautification Committee to be added to the working committees of the City Council and that the City Council ratify the appointment of two Councilmember's to this working committee.

BUDGET (or FISCAL) IMPACT: There is no Budget Impact for this item.

Prepared by: Antonio Martinez, Legislative Analyst

REVIEWED BY:

City Attorney _____

Assistant City Manager MB

Deputy City Manager EP

Attachments: 1. 2023 City Council Appointment List

Consent:

Public Hearing:

Business Item: X

Presentation:

Other:

ATTACHMENT 1

2023 City Council Appointment List



CITY OF PERRIS

Office of the Mayor

Michael M. Vargas
101 North "D" Street
Perris, California 92570
Tel: (951) 943-6100
Fax: (951) 943-4246

On January 10, 2023, the following appointments were made and will be effective until December 31, 2023 and will be updated at the time that any new appointments or changes are made.

CITY COUNCIL APPOINTMENTS 2023

Mayor Pro Tem Marisela Nava

RIVERSIDE TRANSIT AGENCY

*Councilman Malcolm Corona, Delegate
Councilwoman Rita Rogers, Alternate*

*December 2023
December 2023*

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

*Councilwoman Rita Rogers, Representative
Mayor Pro Tem Marisela Nava, Alternate*

*December 2023
December 2023*

WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY

*Councilman David Starr Rabb, Delegate
Councilman Malcolm Corona, Alternate*

*December 2023
December 2023*

MARCH JOINT POWERS AUTHORITY COMMISSION

*Mayor Michael M. Vargas, Representative
Councilwoman Rita Rogers, Representative
Councilman Malcolm Corona, Alternate*

*December 2023
December 2023
December 2023*

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS

Mayor Pro Tem Marisela Nava, Delegate

December 2023

WESTERN COMMUNITY ENERGY JOINT POWERS AUTHORITY

*Councilwoman Rita Rogers, Delegate
Mayor Pro Tem Marisela Nava, Alternate*

*December 2023
December 2023*

EAST-WEST CORRIDOR COMMITTEE

*Councilman David Starr Rabb, Representative
Councilwoman Rita Rogers, Alternate*

*December 2023
December 2023*

CITY COUNCIL APPOINTMENTS 2023

RIVERSIDE COUNTY HABITAT CONSERVATION AGENCY

Mayor Michael M. Vargas, Representative
Mayor Pro Tem Marisela Nava, Alternate

December 2023
December 2023

RIVERSIDE COUNTY LIBRARY SYSTEM ZONE ADVISORY BOARD

Mayor Pro Tem Marisela Nava

December 2023

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

Mayor Michael M. Vargas, Representative
Councilwoman Rita Rogers, Alternate

December 2023
December 2023

RIVERSIDE COUNTY OFFICE ON AGING ADVISORY BOARD

Councilman David Starr Rabb, Representative

December 2023

TUMF ZONE COMMITTEE

Councilwoman Rita Rogers, Representative
Councilman David Starr Rabb, Alternate

December 2023
December 2023

****CITY COUNCIL WORKING AD HOCS AND COMMITTEES****

WAYS & MEANS COMMITTEE

Councilwoman Rita Rogers, Chair
Mayor Pro Tem Marisela Nava

December 2023
December 2023

PUBLIC WORKS COMMITTEE

Councilman Malcolm Corona, Chair
Councilman David Starr Rabb

December 2023
December 2023

PARKS & RECREATION COMMITTEE

Councilman Malcolm Corona, Chair
Councilwoman Rita Rogers

December 2023
December 2023

SCHOOL DISTRICT LIAISON COMMITTEE

Mayor Pro Tem Marisela Nava, Chair
Councilman Malcolm Corona

December 2023
December 2023

CITY COUNCIL APPOINTMENTS 2023

SENIOR CITIZEN COMMITTEE

*Councilwoman Rita Rogers, Chair
Mayor Michael M. Vargas*

*December 2023
December 2023*

PUBLIC SAFETY COMMITTEE

*Mayor Michael M. Vargas, Chair
Councilman David Starr Rabb*

*December 2023
December 2023*

ECONOMIC DEVELOPMENT COMMITTEE

*Mayor Michael M. Vargas, Chair
Councilman David Starr Rabb*

*December 2023
December 2023*

HOMELESS TASK FORCE COMMITTEE

*Councilman Malcolm Corona, Chair
Mayor Pro Tem Marisela Nava*

*December 2023
December 2023*

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) COMMITTEE

*Mayor Michael M. Vargas, Chair
Councilwoman Rita Rogers*

*December 2023
December 2023*

HUMAN RESOURCES COMMITTEE

*Mayor Michael M. Vargas, Chair
Mayor Pro Tem Marisela Nava*

*December 2023
December 2023*

WATER UTILITY AD HOC

*Councilwoman Rita Rogers, Chair
Mayor Michael M. Vargas
Councilman David Starr Rabb, Alternate*

*December 2023
December 2023
December 2023*